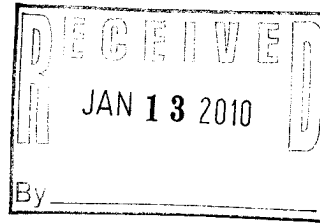




January 12, 2010

Mr. Jim Oerther
Floodplain Management Section
Division of Water
200 Fair Oaks Lane
Fourth Floor
Frankfort, KY 40601



**RE: WINCHESTER MUNICIPAL UTILITIES LOWER HOWARDS CREEK SANITARY SEWER
IMPROVEMENTS PROJECT – OLD BOONESBORO ROAD OUTFALL SEWER**

Dear Mr. Oerther,

Enclosed, please find an application for permit to construct across or along a stream. This permit application is for the Winchester Municipal Utilities Lower Howards Creek Sanitary Sewer Improvements Project – Old Boonesboro Road Outfall Sewer. This submittal contains the following:

- Application for Permit;
- Original copies of the publication of Public Notices;
- Aerial Map of the Project Area with Sewer Alignment and Stream Delineation;
- USGS 7 ½ Minute Topographic Map of Project Corridor;
- National Wetland Inventory Quadrangle of Project Corridor; and
- Construction Drawings (One Set).

The Old Boonesboro Road Outfall Sewer has been designed and submitted to Kentucky Division of Water (KDOW) and U.S. Army Corps of Engineers (USACE) for all necessary permitting. This project will eliminate two re-occurring sanitary sewer overflows (SSOs) in the Lower Howards Creek watershed at the Snowfall Pump Station and Stoneybrook Pump Station; this action was ordered by the Environmental and Public Protection Cabinet in WMU's consent decree (Civil Action No. 06-1-2KSF, April 10, 2007) and outlined in WMU's Sanitary Sewer Overflow Elimination Plan (SSOP, October 2007).

Plans for elimination of SSOs in Lower Howards Creek will be further described in the WMU Facilities Plan (submitted to KDOW in December 2009).

Permit applications have been submitted concurrently with this application for:

- KDOW Construction Permit for Sewer Line Extension;
- KDOW Water Quality Certification;
- KDOW KPDES NOI; and
- US Army Corps of Engineers Section 404 Nationwide Permit 12.

If you have any questions or comments concerning the application, please feel free to call me at (859) 744-1218.

Respectfully submitted,

A handwritten signature in black ink that reads "Brian Ward". The signature is written in a cursive, flowing style.

Brian Ward, P.E.
Project Manager

Cc: Mike Flynn (WMU)
Job # 10390.00

RECEIVED
JAN 13 2010
By _____
SUBURBAN

10. IS ANY PORTION OF THE REQUESTED PROJECT NOW COMPLETE? ☐ Yes ☒ No If yes, identify the completed portion on the drawings you submit and indicate the date activity was completed. DATE: _____
11. ESTIMATED BEGIN CONSTRUCTION DATE: OCTOBER 2010
12. ESTIMATED END CONSTRUCTION DATE: OCTOBER 2011
13. HAS A PERMIT BEEN RECEIVED FROM THE US ARMY, CORPS of ENGINEERS? ☐ Yes ☒ No If yes, attach a copy of that permit.
14. THE APPLICANT **MUST** ADDRESS PUBLIC NOTICE:

(a) PUBLIC NOTICE HAS BEEN GIVEN FOR THIS PROPOSAL BY THE FOLLOWING MEANS:

- X Public notice in newspaper having greatest circulation in area (provide newspaper clipping or affidavit)
____ Adjacent property owner(s) affidavits (Contact Division of Water for requirements.)

(b) I REQUEST WAIVER OF PUBLIC NOTICE BECAUSE:

Contact Division of Water for requirements.

15. I HAVE CONTACTED THE FOLLOWING CITY OR COUNTY OFFICIALS CONCERNING THIS PROJECT:
HON. ED BURTNER, MAYOR OF WINCHESTER
Give name and title of person(s) contacted and provide copy of any approval city or county may have issued.

16. LIST OF ATTACHMENTS: ONE SET OF CONSTRUCTION DRAWINGS (FULL SIZE)
List plans, profiles, or other drawings and data submitted. Attach a copy of a 7.5 minute USGS
topographic map clearly showing the project location.

ONE AERIAL MAP OF PROJECT AREA WITH SEWER ALIGNMENT

USGS 7 1/2 MINUTE TOPOGRAPHIC MAP OF PROJECT CORRIDOR

NATIONAL WETLANDS INVENTORY OF PROJECT CORRIDOR

17. I, KL (owners Initials) CERTIFY THAT THE OWNER OWNS OR HAS EASEMENT RIGHTS ON ALL PROPERTY ON WHICH THIS PROJECT WILL BE LOCATED OR ON WHICH RELATED CONSTRUCTION WILL OCCUR (for dams, this includes the area that would be impounded during the design flood). (SEE ATTACHMENT)

18. REMARKS: _____

I hereby request approval for construction across or along a stream as described in this application and any accompanying documents. To the best of my knowledge, all the information provided is true and correct.

SIGNATURE: Keith A. Oyd

Owner or Agent sign here. (If signed by Agent, a Power of Attorney should be attached.)

DATE: 1-12-2010

SIGNATURE OF LOCAL FLOODPLAIN COORDINATOR:

Rhonda Cromer

Permit application will be returned to applicant if not properly endorsed by the local floodplain coordinator.

DATE: 1-12-2010

SUBMIT APPLICATION AND ATTACHMENTS TO:

Floodplain Management Section
Division of Water
14 Reilly Road
Frankfort, KY 40601

4. DESCRIPTION OF CONSTRUCTION: The project involves the construction of 14,630 feet of gravity sewer and 52 manholes that will replace current failing infrastructure consisting of gravity sewer that permits two re-occurring sanitary sewer overflows (SSOs) in Lower Howards Creek. The two SSOs result from undersized pipes, leaking pipes, leaking manholes, and excessive infiltration and inflow. The elimination of the two SSOs has been ordered by federal mandate in WMU's consent decree from the Environmental and Public Protection Cabinet (Civil Action No. 06-102-KSF – April 10, 2007). All sewer line will be placed using open trenching or jack and bore construction methods. Proposed sewer line will replace and/or parallel current sewer infrastructure through a portion of the project corridor. The project corridor extends to the south of the current sewer infrastructure to the location of the proposed Lower Howards Creek Pump Station. Existing sewer lines and manholes will be abandoned in place according to details on Sheets 26 and 27. This project will include the abandonment of 3,190 linear feet of gravity sewer in place. No existing sanitary sewer line will be removed and replaced in the same location. The proposed sewer will cross Lower Howards Creek nine times and an unnamed tributary of Lower Howards creek four times.

MEASUREMENTS OF IMPACTS AT STREAM CROSSING AND IN FLOOD PLAIN

CROSSING NUMBER	LENGTH OF STREAM CROSSING (FEET)	WIDTH OF STREAM AT CROSSING (FEET)	AREA OF IMPACT IN STREAM (SQUARE FEET)
1	10.16	23.44	234.37
2	10.72	10.31	102.23
3	10.08	24.72	247.24
4	12.05	35.61	421.10
5	14.22	20.37	204.71
6	10.02	8.98	89.33
7*	85.73	11.24	1220.48
8	10.36	5.14	51.78
9	14.79	24.00	237.72
10	10.90	24.21	240.73
11	10.39	17.27	172.66
12	15.86	13.11	142.06
13	42.87	7.25	262.65
TOTALS	258.15 LF	225.65 LF	3627.06 SF
			0.083 ACRES

(SEE EXHIBIT FOR CROSSINGS)

* At Crossing 7 the proposed main sanitary sewer line does not cross Lower Howards Creek. The stream will be crossed by 2 lateral connections to service the properties. The crossing for these 2 lateral connections and the section of stream between them was accounted for as one crossing because it is expected that the entire area will be disturbed during the installation.

	PROJECT TOTALS	WITHIN THE 100- YEAR FLOOD ELEVATION
LENGTH OF PIPE (FT)	14630	11920
NUMBER OF MANHOLES	52	41

All proposed manholes with rim elevations less than one foot above the 25-year flood elevation in the project will be specified to be water tight: model MC-350 manufactured by JR Hoe or an approved equal. Stream crossings will be constructed according to the Stream Crossing Detail on Sheet 26 of the Construction Drawings. The proposed pipes will be placed a minimum of two feet below the bottom of the stream and capped with concrete. Earth fill will be placed on top of the cap to return the trench back to the elevation of the bottom of the stream. If the pipe trench requires bedrock excavation, the rock will be hoe rammed out of the trench, the pipe will be placed and capped with concrete, and the trench will be grouted to prevent any water loss due to French draining effects of cracked bed rock.

Pipe sizes will range from 8 inch to 42 inch and manhole size will be 4, 5, or 6 feet in diameter. Total area of disturbance is 14.7 acres.

17. Winchester Municipal Utilities (WMU) is in the process of acquiring all necessary easements. Owner (WMU) will have all easements before construction commences. See attached letter from WMU.



WINCHESTER
MUNICIPAL
UTILITIES

P.O. BOX 4177, 150 N. MAIN STREET
WINCHESTER, KY 40392-4177
PHONE: (859) 744-5434
FAX: (859) 745-4146

December 15, 2009

Mr. Jim Oerther
Floodplain Management Section
Division of Water
200 Fair Oaks Lane
Fourth Floor
Frankfort, KY 40601

**Subject: Lower Howards Creek
Old Boonesboro Road Outfall Sewer**

Dear Mr. Oerther:

As you may or may not be aware, Winchester Municipal Utilities (WMU) and the City of Winchester (City) are currently under a Consent Decree to resolve violations of the Clean Water Act (CWA). To resolve these claims, the City and WMU are required to perform injunctive measures valued at over \$79 million to eliminate recurring sanitary sewer overflows.

The Consent Decree deadline for completion of the referenced project was originally July 31, 2011. WMU and the City requested an extension to January 31, 2013. Approval of the request and modification of the Consent Decree was received during the First Quarter of 2009. In order to meet the impending deadline it has been deemed necessary to obtain easements in conjunction with attainment of all permits required for this project. Moreover, it is also the policy of the Winchester Municipal Utilities Commission (WMUC) that all off-site easements be acquired and easement documents be recorded prior to construction being initiated.

I trust this addresses your concerns regarding the acquisition of easements for this project. Should you have any questions or need additional information, please contact me at (859) 744-5434.

Respectfully,

Kenneth "Duke" Dryden
Supervisor of Engineering

Pc: Mike Flynn, Winchester Municipal Utilities
Brian Ward, Palmer Engineering
Stephanie Blain, Palmer Engineering
WMU Project File

THE WINCHESTER SUN

86 FRIDAY, DEC 18, 2009

Public Notice

LEGAL PUBLIC NOTICE

Notice is hereby given that Winchester Municipal Utilities has filed an application with Kentucky Energy and Environment Cabinet for the Lower Howards Creek Sanitary Sewer Improvements Project - Old Boonesboro Road Outfall Sewer. This project is expected to impact a total of approximately 238 linear feet and an approximate width of 212 linear feet (.0800 acres) of perennial stream, 10 linear feet and an approximate width of 9 linear feet (.0021 acres) of intermittent stream, and 10 linear feet and an approximate width of 5 linear feet (.0012 acres) of ephemeral stream. The project consists of replacing existing and/or adding sewer line and manholes to this area. Materials will be stored above stream floodplain and replaced after placement of pipeline. This project is located along KY 627, Old Boonesboro Road, and Reservoir Court in Winchester, Clark County, Kentucky 40391. Any comments or objections concerning this application shall be directed to:

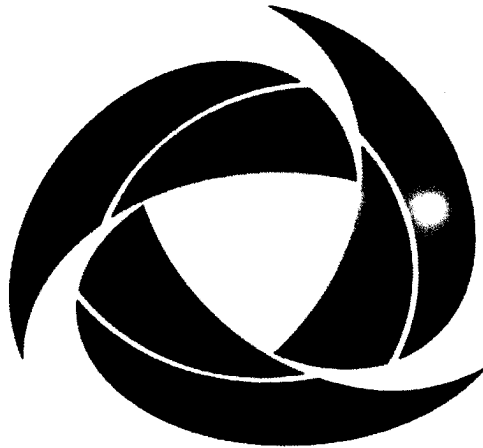
Kentucky Division of Water, Water Resources Branch, 200 Fair Oaks Lane, Fourth Floor, Frankfort, Kentucky 40601. (502) 564-3410.

December 17, 18, 19, 2009

Contract Documents

Contract No. 61

**Lower Howards Creek Sanitary Sewer Improvements Project
Old Boonesboro Road Outfall Sewer**



**Winchester Municipal Utilities
150 North Main Street
P.O. Box 4177
Winchester, Kentucky 40392-4177**

January 2010

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
BIDDING REQUIREMENTS, CONTRACT FORMS AND REQUIREMENTS OF THE CONTRACT		
00010	ADVERTISEMENT FOR BIDS	1 - 1
00100	INSTRUCTIONS FOR BIDDERS	1 - 8
00200	BID BOND FORM	1 - 2
00300	BID PROPOSAL FORM	1 - 6
00400	SUPPLEMENTS TO BID FORM	1 - 2
00500	AGREEMENT FORMS	1 - 7
00600	BONDS AND CERTIFICATES	1 - 9
00700	GENERAL CONDITIONS	1 - 37
00800	SUPPLEMENTAL GENERAL CONDITIONS	1 - 56
00900	SPECIAL CONDITIONS	1 - 9
DIVISION 1 - TECHNICAL SPECIFICATIONS		
01025	MEASUREMENT AND PAYMENT	1 - 6
01030	LABOR PROVISIONS	1 - 1
01040	COORDINATION	1 - 3
01300	SUBMITTALS	1 - 6
01540	SECURITY	1 - 1
01620	STORAGE AND PROTECTION	1 - 1
01710	CLEANING	1 - 1
01720	RECORD DOCUMENTS	1 - 1
02110	SITE CLEARING	1 - 2
02200	EARTHWORK	1 - 1
02230	CRUSHED STONE FOR BEDDING AND SPECIAL FILL CONDITIONS	1 - 1
02510	BITUMINOUS CONCRETE PAVING	1 - 2
02515	PORTLAND CEMENT CONCRETE PAVING	1 - 2
02730	GRAVITY SEWERS	1 - 5
02735	MANHOLES	1 - 7
02740	ENCASEMENT PIPE	1 - 3

SECTION 00010 - ADVERTISEMENT FOR BIDS

Separate Sealed Bids for "CONTRACT NO. 61, LOWER HOWARDS CREEK SANITARY SEWER IMPROVEMENTS PROJECT – OLD BOONESBORO ROAD OUTFALL SEWER" for Winchester Municipal Utilities; Winchester, Kentucky will be received by Winchester Municipal Utilities, 150 North Main Street, Winchester, Kentucky 40391 until (TDB). The bids will then be opened and publicly read aloud.

The project scope includes construction of approximately 136 linear feet of 42-inch gravity sewer line, 1,990 linear feet of 36-inch gravity sewer line, 11,503 linear feet of 30-inch gravity sewer line, 238 linear feet of 24-inch gravity sewer line, 213 linear feet of 18-inch gravity sewer line, 430 linear feet of 15-inch gravity sewer line, 121 linear feet of 8- and 12-inch gravity sewer, 263 linear feet of boring 42-inch encasement pipe, and appurtenances.

The Information for Bidders, Bid Bond Form, Bid Form, Agreement Forms, Performance, Payment, and Maintenance Bonds, Plans, Specifications and Contract Documents may be examined at the following locations:

Winchester Municipal Utilities
150 North Main Street
Winchester, Kentucky 40391

McGraw Hill Dodge Corporation
950 Contract Street
Lexington, KY 40505

Lynn Imaging
328 Old Vine Street
Lexington, KY 40507

Copies may be obtained at Lynn Blue Print and Supply, 328 Old East Vine Street, Lexington Kentucky 40507, (859) 255-1021. Charges for all documents obtained will be made at the cost of reproduction. Lynn Blue Print and Supply may be contacted for a quote of this cost.

All inquiries and questions prior to the bid opening shall be directed to Brian Ward, Palmer Engineering Company, telephone number (859) 744-1218. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Bidders are cautioned that personal communication with Winchester Municipal Utilities Commission members regarding the bid prior to bid opening will result in rejection of the bid.

The Contract will be awarded to the responsive and responsible bidder who offers the lowest bid price subject to the approval of the Board of Commissioners of Winchester Municipal Utilities. Winchester Municipal Utilities reserves the right to reject any or all bids or waive any informality in the bid.

This procurement will be subject to regulations contained in 40 CFR Part 31.36 or with Kentucky Division of Water Procurement Guidance with the exception of the Davis-Bacon Act.

BIDDERS on this work will be required to comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, and the Contract Work Hours Standard Act and 40 CFR 31.36 L(3, 4, &6).

This project will be in compliance with the President's Executive Order 11246 (Equal Employment Opportunity) as amended, which prohibits discrimination in employment regarding race, creed, color, sex, or nation of origin. BIDDERS must comply with the President's Executive Order 11246 as amended.

The Contractor and all Subcontractors will comply with 41 CFR 60-4, in regard to affirmative action, to insure equal opportunity to females and minorities and apply the time tables and goal set forth in 41 CFR 60-4 if applicable.

BIDDERS will make positive efforts to use small, minority, women owned and disadvantaged businesses and implement the Six Good Faith Efforts as outlined by the EPA.

Each BIDDER must deposit with his Bid, security in the amount, form and subject to the conditions provided in the Information for Bidders. No BIDDER may withdraw his Bid within ninety (90) consecutive calendar days after the actual date of the opening thereof.

Winchester Municipal Utilities

SECTION 00100
INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL INSTRUCTIONS AND INFORMATION

- 1.1 Each BIDDER is responsible for inspecting the work site and for being thoroughly familiar with the Contract Documents, including any Addenda issued. The BIDDER shall in no way be relieved from any bidding obligation because of unfamiliarity with the site or documents. Neither the OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.
- 1.2 All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply throughout the Contract and they will be deemed to be included in the Contract the same as though herein written out in full.
- 1.3 If a pre-bid conference is scheduled, all plan holders will be notified.
- 1.4 The OWNER of the Project is: Winchester Municipal Utilities (WMU), Winchester, Kentucky.
- 1.5 The ENGINEER and Construction Administrator of the Project is Palmer Engineering Company.
- 1.6 The Contract Documents contain the provisions for construction of the Project. Information obtained from an officer, agent, or employee of the OWNER, or from any other person, shall not affect the risk or obligation assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the Contract.
- 1.7 The ENGINEER or OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the ENGINEER all such information and data for this purpose as the ENGINEER or OWNER may request. The OWNER reserves the right to reject any Bid if the evidence submitted by, or an investigation of, such BIDDER fails to satisfy the OWNER that BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the work.

PART 2 - SPECIAL INSTRUCTIONS AND INFORMATION

- 2.1 Bids are to be submitted on the forms provided by completing all blank spaces in the Bid Form.
- 2.2 Each Bidder shall present satisfactory evidence showing that he has the necessary capital, material, equipment, and facilities to perform the work covered by the proposed Contract.

Every Bidder, when requested by the OWNER or ENGINEER, shall clarify or explain in writing any matter contained in their bid that the OWNER or ENGINEER

determines needs clarification or explanation. The bid of any Bidder who fails to provide such written clarification or explanation of his bid, when such clarification or explanation is requested, shall not be considered for award. The written clarification or explanation of a bid shall be incorporated in and become part of any Contract awarded on the basis of that bid.

- 2.3 The Contract will be awarded to the Responsive* and Responsible Bidder** who offers the lowest bid price, subject to the approval of the WMU Board of Commissioners. WMU reserves the right to reject any or all bids or waive any informality in any bid. Unbalanced bids*** will be regarded with disfavor and any such bid may be rejected for the sole reason that it is unbalanced.

*RESPONSIVE BIDDER: Person who has submitted a bid under KRS 45A.365 which conforms in all material respects to the invitation for bids, so that all Bidders may stand on equal footing with respect to the method and timeliness of submission and as to the substance of any resulting contract.

**RESPONSIBLE BIDDER: Any person, firm or corporation submitting a bid for the Work contemplated who maintains a permanent place of business, has adequate plant and equipment to do the Work properly and within the time limit that is established, and has adequate financial status to meet his obligations contingent to the Work.

***UNBALANCED BIDS: Unbalanced bids shall include, but are not limited to, bids containing unit prices that reasonably appear to WMU and the ENGINEER to fall outside the acceptable range for construction in this locality.

- 2.4 WMU has no objection to a Contractor or a Bidder purchasing materials, equipment, etc., from any company or organization it may desire, provided that such materials, equipment, etc., comply with the Specifications and any Special Provisions contained in the Contract under which it desires to perform services for WMU; and provided that no such materials, equipment, etc., shall be bought from any company or organization which discriminates on the basis of race, religion, color, sex, age, or national origin, or fails to comply with Section 402 of the Vietnam Era Veterans Readjustment Assistance Act or Section 503 of the Rehabilitation Act of 1973.
- 2.5 Each Bidder must familiarize themselves with all laws, ordinances, and regulations, whether federal, state, city or other governmental agency, which by reason of being neglected or violated may affect the Work contemplated and must secure and pay the fees required for any permits which may be necessary.
- 2.6 Attention is directed to Subsection (2) KRS 271 B.5-010 of the Kentucky Revised Statutes requiring corporations to designate a registered office and agent for service of process. The successful Bidder must comply with KRS 271 B.5-010.
- 2.7 If soundings have been made, the approximate rock locations are indicated on the profiles in the Construction Drawings. If soils reports were made, they are available for viewing at the offices of Winchester Municipal Utilities, 150 North Main Street, P.O. Box 4177, Winchester, Kentucky, 40392. Furthermore, firms or persons desiring

to obtain additional information in the field shall contact WMU, (859) 744-5434, prior to entering upon any public or private property for that purpose.

2.8 No guarantee is given or implied by the ENGINEER or WMU that groundwater will not be encountered in the Work under this Contract.

2.9 All information given on the Drawings or in the Contract Documents relating to soundings and borings, materials encountered, ground water, subsurface conditions, and existing pipes and other structures is from the best sources at present available to the ENGINEER and WMU. All such information and the Drawings of existing construction are furnished only for the information and convenience of Bidders, and such information and the Drawings of existing construction shall not become a part of the Contract between the successful Bidder and WMU.

It is agreed and understood that neither the ENGINEER nor WMU do not represent, warrant, or guarantee that the materials, conditions, and pipes or other structures encountered during construction will be the same as those indicated by the boring samples or by the information given on the Drawings or in the Contract Documents. The Bidder must satisfy himself regarding the character, quantities, and conditions of the various materials and the work to be done.

It is further agreed and understood that the Bidder or the Contractor will not use any of the information made available to them in any manner as a basis or ground of claim or demand of any nature against WMU or the ENGINEER, arising from or by reason of any variances which may exist between the information offered and the actual materials or structures encountered during the construction work, except as may otherwise be specifically provided for in the Contract Documents.

2.10 The Contractor agrees to adopt and abide by the applicable provisions of the following WINCHESTER MUNICIPAL UTILITIES CODE OF CONDUCT:

The Contractor, consultant or agent must avoid a situation which could be considered either a conflict of interest or detrimental to the operation or reputation of WMU.

WMU may take disciplinary action, including termination of this Contract and/or disqualification of the party from further work with WMU through debarment proceedings, should WMU determine that the party has participated in such improper activities.

Improper activities include, but are not limited to, the following:

1. Offering, soliciting or accepting gratuities, favors or anything of monetary value:
 - (a) to or from any director, officer, employee or agent of WMU who participates in the award or administration of procurement or construction Contracts;

- (b) to or from any firm or individual doing business with WMU either by direct Contract or indirectly through subcontract; or firms or individuals who are pre-qualified for Contract work with WMU under circumstances from which it could reasonably be inferred or the party involved believes that the purpose of the action is to influence the party in the performance of that party's duty to WMU.
- 2. Using the position of Contractor, consultant, Bidder or agent with WMU to coerce or attempt to coerce any firm or individual to take an action, perform a service, participate in an election campaign or the like under circumstances from which it could reasonably be inferred or the party involved believes that the Contractor will reward or punish the party's action using WMU resources.
- 3. Not informing WMU, from the time the Contractor is first considered by WMU for the potential award of a Contract until all such considerations and contractual arrangements with WMU have elapsed, of the Contractor's knowledge of the following:
 - (a) That a WMU officer, employee or agent, or members of their immediate families, or their partners, have a financial or other interest in the Contractor's firm; and
 - (b) That the Contractor employs or is considering employment of any person described in 3(a) above.

Improper activities shall not include:

- 1. Accepting meals and refreshments in reasonable amounts if associated with occasional business or social affairs.
- 2. Accepting or offering promotional items of limited value costing no more than Ten Dollars (\$10.00), provided such items are solely for advertising purposes.

The Contractor shall include this Code of Conduct in all subcontracts.

2.11 Before execution of the Contract Documents by WMU, the successful Bidder will be required to provide the following:

- 1. Bid Bond in the amount of five percent (5%) of the highest potential contract amount that could be awarded to the BIDDER, and a
- 2. Performance Bond in a penal sum not less than one hundred percent (100%) of the Contract price as computed by the ENGINEER, and a
- 3. Payment Bond in a penal sum not less than one hundred percent (100%) of the Contract price, and a

4. Maintenance Bond in a penal sum not less than five percent (5%) of the total Contract cost.

Said Bonds shall be on the forms attached with a corporate Surety licensed to do business in Kentucky, acceptable to WMU, and companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (Amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

- 2.12 All BIDDERS must comply with the President's Executive Order No. 11,246 as amended, which prohibits discrimination in employment regarding race, creed, color, sex or national origin.
- 2.13 All BIDDERS, Contractors and Subcontractors must comply with 41 CFR 60-4, in regard to Affirmative Action, to insure equal opportunity to females and minorities and will apply the timetables and goals set forth in 41 CFR 60-4 as applicable.

PART 3 - BIDDING PROCEDURE

- 3.1 Bids will be received by the General Manager; Winchester Municipal Utilities at 150 North Main Street, Winchester, Kentucky 40392 until 2:00 p.m. (local time) on (TBD), and then publicly opened and read aloud.
- 3.2 Each Bid must be submitted in a sealed envelope, addressed to General Manager; Winchester Municipal Utilities at 150 North Main Street, P.O. Box 4177, Winchester, Kentucky 40392.

Each envelope containing a Bid must be plainly marked on the outside as "Sealed Bid for Contract No. 61, Lower Howards Creek Sanitary Sewer Improvements Project – Old Boonesboro Road Outfall Sewer" for Winchester Municipal Utilities and the envelope shall bear on the outside the BIDDER'S name, address and license number (if applicable), and date and time of opening. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the General Manager; Winchester Municipal Utilities at 150 North Main Street, P.O. Box 4177, Winchester, Kentucky 40392.

- 3.3 All Bids must be made on the required Bid Form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted.
- 3.4 Each Bid must be accompanied by a separate Bid Bond for the Contract payable to the OWNER for five percent (5%) of the total amount of the Bid on the Contract. As soon as the Bid prices are compared and evaluated, the OWNER will return the Bonds of all except the three (3) lowest responsible BIDDERS. When the Agreements are executed, the Bonds of the two remaining unsuccessful BIDDERS will be returned. The Bid Bond of the successful BIDDER will be retained until the Payment Bonds and Performance Bonds have been executed and approved, after which it will be returned. Certified checks payable to the OWNER, equal to five percent (5%) of the Bids, may be substituted for the Bid Bond.

- 3.5 A Bid may be withdrawn prior to the scheduled time for the opening of Bids, or authorized postponement thereof. A Bid received after the time and date specified will not be considered. No BIDDER may withdraw a Bid within ninety (90) consecutive calendar days after the actual date of the opening. Should the Contract not be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.
- 3.6 The OWNER may consider informal any Bid not prepared and submitted in accordance with the provisions hereof. The OWNER may waive any bidding informalities or minor defects or reject any and all Bids.
- 3.7 A conditional or qualified Bid will not be accepted.
- 3.8 The OWNER reserves the right to add, delete or change any part or portion of the proposed work.
- 3.9 Any BIDDER may modify his/her Bid by telegraphic communication at any time prior to the scheduled closing time for receipt of Bids, provided such telegraphic communication is received by the OWNER prior to the closing time, and provided further, the OWNER is satisfied that a written confirmation of the telegraphic modification over the signature of the BIDDER was mailed prior to the closing time. The telegraphic communication should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the OWNER until the sealed Bid is opened. If written confirmation is not received within two (2) consecutive calendar days from the closing time, no consideration will be given to the telegraphic modification. No FAX (Facsimile) bids or bid modifications will be accepted.
- 3.10 The successful BIDDER, upon his/her failure or refusal to execute and deliver the Contract and bonds required within ten (10) consecutive calendar days after he/she has received notice of the acceptance of his/her Bid, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited (Bid Bond) with his/her Bid.
- 3.11 Each BIDDER must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful BIDDER of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her Contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.
- 3.12 No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any BIDDER orally. Every request for such interpretation should be in writing addressed to Brian Ward, Project Manager, Palmer Engineering Company, P.O. Box 747, Winchester, Kentucky 40392, and to be given consideration must be received at least five (5) consecutive calendar days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the specifications which, if used, will be mailed to all prospective BIDDERS (at the respective addresses

furnished for such purposes), not later than three (3) consecutive calendar days prior to the date fixed for the opening of Bids. Failure of any BIDDER to receive any such addendum or interpretation shall not relieve such BIDDER from any obligation under his/her Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

- 3.13 At the time of the opening of Bids, each BIDDER will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract Documents (including all Addenda). The failure or omission of any BIDDER to examine any form, instrument or document shall in no way relieve any BIDDER from any obligation in respect of his/her Bid.

PART 4 - AWARD OF CONTRACT (AGREEMENT)

- 4.1 Award of Contract will be made to the qualified BIDDER (or BIDDERS) with the lowest responsive and responsible Bid as determined in accordance with Part 2 of this Section, unless all Bids are rejected. The OWNER reserves the right to reject any and all Bids, to waive any bidding informalities, and to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated total unit amount and the correct total unit amount thereof will be resolved in favor of the correct total unit amount.
- 4.2 The BIDDER to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within ten (10) consecutive calendar days from the date of the Notice of Award. The Notice of Award will be accompanied by the necessary Agreement and Bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.
- 4.3 A Performance Bond in the amount of 100 percent (100%) of the Contract price and a Payment Bond in the amount of one hundred percent (100%) of the Contract price, with a corporate surety approved by the OWNER, will be required for the faithful performance of the Contract. Such Bonds shall not be dated with a date earlier than the date of the Agreement for the Contract being bonded.
- 4.4 Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their Power of Attorney and must be registered in the Commonwealth of Kentucky or counter-signed by a Kentucky Resident Agent, which will be subject to verification by the OWNER or ENGINEER.
- 4.5 The OWNER, within ten (10) consecutive calendar days of receipt of acceptable Performance Bond, Payment Bond and Agreement signed by the BIDDER to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may, by written notice, withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

- 4.6 The Notice to Proceed shall be issued by the OWNER within ten (10) consecutive calendar days of the execution of the Agreement by the OWNER. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and Contractor. If the Notice to Proceed has not been issued within the specified periods or the period mutually agreed upon, the Contract or may terminate the Agreement without further liability on the part of either party.

END OF SECTION 00100

**SECTION 00200
BID BOND FORM**

PART 1 - BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: that we, the undersigned,

Name of CONTRACTOR:

Address of CONTRACTOR:

a (corporation, partnership, or individual), hereinafter called "PRINCIPAL", and

Name of SURETY:

Address of SURETY:

hereinafter called "SURETY", are held and firmly bound unto the

Name of OWNER: Winchester Municipal Utilities

Address of OWNER: 150 North Main Street, Winchester, Kentucky 40391

hereinafter called "OWNER", in the total aggregate penal sum of:

_____ dollars (\$_____).

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assign, jointly and severally, firmly by these presents.

The Condition of this Obligation is such that whereas, the PRINCIPAL has submitted a certain Bid to the OWNER, dated the ____ day of _____, 20__ a copy of which is hereto attached and made a part hereof, to enter into a contract in writing for the construction of "Contract No. 61 – Lower Howards Creek Sanitary Sewer Improvements Project – Old Boonesboro Road Outfall Sewer" Winchester, Kentucky.

NOW, THEREFORE, if said Bid shall be rejected, or in the alternate; if said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of such Bid; then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of

said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, this the _____ day of _____, 20__.

ATTEST:

PRINCIPAL:

(PRINCIPAL) Secretary

By: _____

Address: _____

WITNESS TO PRINCIPAL

Address: _____

ATTEST:

SURETY

Witness to SURETY

By Attorney in Fact

Address: _____

Address: _____

NOTE: Date of BOND must not be prior to date of AGREEMENT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

END OF SECTION 00200

**SECTION 00300
BID PROPOSAL FORM**

BIDDER'S PROPOSAL

**Contract No. 61 – Lower Howards Creek Sanitary Sewer Improvements Project
Old Boonesboro Road Outfall Sewer
Winchester, Kentucky**

Proposal of _____ (hereinafter called
“BIDDER”), a _____ (corporation, partnership, or
individual) organized and existing under the laws of the state of _____,
doing business as _____,
to Winchester Municipal Utilities, (hereinafter called “OWNER”).

In compliance with the Advertisement for Bids, BIDDER hereby proposes to furnish all equipment, materials, and labor for the work required for the water system improvements included in this BIDDER'S PROPOSAL. The improvements shall be constructed in strict accordance with the Contract Documents, within the time set forth herein, and at the prices provided in this BIDDER'S PROPOSAL.

The OWNER will select the successful BIDDER based on criteria identified in the Contract Documents (bid price(s), qualifications, etc.). In addition, a schedule is provided for changes in quantities of work not reflected in the unit prices.

The bid amounts provided shall include all labor, materials, overhead, profit, insurance and other costs necessary to cover the finished work of the several kinds called for.

By submission of this Bid, the BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid, with any other bidder or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within three hundred sixty five (365) consecutive calendar days thereafter. BIDDER hereby agrees to complete the work for the price provided in the Bid Schedule. BIDDER further agrees to pay liquidated damages, in accordance with the Schedule of Liquidated Damages included provided in Section 00700-General Conditions, Sub-section 1.13 Failure to Complete Work on Time, for each consecutive calendar day beyond the authorized contract period.

BID SCHEDULE

Contract No. 61 – Lower Howards Creek Sanitary Sewer Improvements Project
Old Boonesboro Road Outfall Sewer

Item	Description	Qty.	Unit	Unit Price	Item Price
1	42" D.I.P. CLASS 51 (PROTECTO 401)	136	LF		
2	36" D.I.P. CLASS 51 (PROTECTO 401)	1,990	LF		
3	30" D.I.P. CLASS 51 (PROTECTO 401)	4,278	LF		
4	30" PVC F679	7,225	LF		
5	24" PVC SDR 35	238	LF		
6	18" D.I.P. CLASS 51 (PROTECTO 401)	213	LF		
7	15" PVC SDR 35	430	LF		
8	12" PVC SDR 35	25	LF		
9	12" D.I.P. CLASS 51 (PROTECTO 401)	85	LF		
10	8" PVC SDR 35	11	LF		
11	6" PVC SDR 35	104	LF		
12	CLEANOUT	10	EA		
13	42" JACK AND BORE WITH STEEL ENCASEMENT PIPE	263	LF		
14	4' DIAMETER MANHOLE (0'-8' DEEP)	1	EA		
15	4' DIAMETER MANHOLE (OVER 8' DEEP)	2	EA		
16	4' DIA DROP MANHOLE (OVER 8' DEEP)	1	EA		
17	5' DIAMETER MANHOLE (OVER 8' DEEP)	36	EA		
18	5' DIA DROP MANHOLE (OVER 8' DEEP)	1	EA		
19	6' DIAMETER MANHOLE (0'-8' DEEP)	1	EA		
20	6' DIAMETER MANHOLE (OVER 8' DEEP)	8	EA		
21	6' DIA DROP MANHOLE (OVER 8' DEEP)	2	EA		
22	DENSE GRADED AGGREGATE (DGA)	4,724	TON		
23	CUT, PLUG, AND CAP EXISTING LINE	6	EA		
24	DECOMMISSION EXISTING SNOWFALL PUMP STATION	1	LS		
25	DECOMMISSION EXISTING STONEY BROOK PUMP STATION	1	LS		

26	REMOVE/REPLACE EXISTING STONE WALL	30	LF		
27	REMOVE EXISTING MANHOLE	3	EA		
28	ABANDON EXISTING MANHOLE IN PLACE	8	EA		
29	STREAM CROSSING	13	EA		
30	ROCK REMOVAL	15270	CY		
31	RELOCATE EXISTING GUY WIRE	1	EA		
32	DEWATERING DISCHARGE TRAP	15	EA		
33	TEMPORARY SEEDING	20,000	SY		
34	SILT FENCE	4,275	LF		
35	ROCK CHECK DAM	30	EA		
36	TEMPORARY STRAW/MULCH	67,276	SY		
37	REPLACE GRAVEL DRIVE	160	TON		
38	REPLACE CURB AND GUTTER	10	LF		
39	BITUMINOUS PAVEMENT REPLACEMENT (ROADWAY AND PARKING)	2,846	SY		
40	CONCRETE REPLACEMENT (DRIVEWAY/PARKING)	5	SY		
41	BITUMINOUS DRIVEWAY REPLACEMENT	450	SY		
42	SIDEWALK REPLACEMENT	5	SY		
43	CLEARING AND GRUBBING	10	AC		
44	MOBILIZATION/DEMOBILIZATION	1	LS		
45	GENERAL CONDITIONS	1	LS		
46	TRAFFIC CONTROL	1	LS		
Total Construction Bid: Contract No. 61 Old Boonesboro Road Outfall Sewer					

TOTAL BID AMOUNT FOR “Contract No. 61 – Lower Howards Creek Sanitary Sewer Improvements
Project – Old Boonesboro Road Outfall Sewer” (Items 1 through 46) in words and figures:

_____ Dollars (\$) _____

BID PROPOSAL

Contract No. 61 – Lower Howards Creek Sanitary Sewer Improvements Project
Old Boonesboro Road Outfall Sewer

Accompanying this Proposal is a certified check or Bid Bond in the sum of (words and figures):

_____ Dollars (\$ _____).

which equals five percent (5%) of the highest potential contract amount that could be awarded. The BIDDER, by submittal of this BID, agrees with the OWNER that the amount of the BID security deposited with this BID fairly and reasonably represents the amount of damages the OWNER will suffer due to the failure of the BIDDER to successfully secure and enter into the AGREEMENT.

BID PROPOSAL

BIDDER acknowledges receipt of the following ADDENDA:

For changed quantities of WORK items from those indicated by the CONTRACT DOCUMENTS and upon written instructions from the ENGINEER, the BIDDER agrees to adjust the project scope and contract price based on the unit prices provided in the following table. Failure to complete the table or providing unreasonable cost figures may result in rejection of the BID. The reasonableness of any unit price provided by the BIDDER shall be determined by the ENGINEER.

BIDDER agrees that the OWNER reserves the right to delete the whole or any part of the Project from the Contract. BIDDER understands that the OWNER reserves the right to reject any or all Bids and to waive any informalities in the Bidding. BIDDER agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) consecutive calendar days after the actual date of Bid opening.

Within ten (10) consecutive calendar days after receiving written Notice of Award of this BID by the OWNER, the BIDDER will execute and deliver to the OWNER four (4) copies of the AGREEMENT and such other required CONTRACT DOCUMENTS.

BIDDER:

Signed By:

Name:

(type or print)

Title:

Address:

Date:

END OF SECTION 00300

**SECTION 00400
SUPPLEMENTS TO BID FORM**

PART 1 - BIDDER'S QUALIFICATIONS

- A. The required names and addresses of all persons interested in the foregoing Bid, as PRINCIPALS, are as follows:

- B. List of related or similar projects and owner contacts to enable the OWNER to judge the BIDDER'S experience, skill and business standing are as follows:

(Add supplementary pages if necessary)

PART 2 - SUBCONTRACTORS

Proposed subcontractors are listed below for each branch of work included in the proposed Contract. Additional information regarding DBE subcontractors is location in Attachment 12 of Section 00800, Supplemental General Conditions. (All subcontractors are subject to the approval of the OWNER. Failure to submit a completed list may be cause for rejection of the Bid.)

Branch of Work	Name and Address of Subcontractor
1.	
2.	
3.	
4.	

(Add supplemental pages if necessary)

PART 3 - LIST OF PROPOSED MANUFACTURERS

The following list of proposed manufacturers must be submitted within twenty (20) minutes following the opening of Bid. The OWNER reserves the right to reject any proposed manufacturer that is not listed in the Bid Documents; however, after the OWNER has accepted the BIDDER'S proposed manufacturers (including modifications), the BIDDER (Contractor) cannot change any manufacturer without processing a formal change order that is justifiable and acceptable to the OWNER. The "list" may be submitted at the same time the Bid is submitted but will not be considered a part of the Bid. Griffin Pipe Products Company will not be considered as an acceptable manufacturer for the Ductile Iron Pipe specified in Section 02730.

Material (Equipment)	Name and Address of Material Manufacturer
1.	
2.	
3.	
4.	

END OF SECTION 00400

**SECTION 00500
AGREEMENT FORMS**

PART 1 - NOTICE OF AWARD

TO: _____

PROJECT:

**Contract No. 61 – Lower Howards Creek Sanitary
Sewer Improvement Project
Old Boonesboro Road Outfall Sewer
Winchester Municipal Utilities**

The OWNER has considered the Bid submitted by you for the above-described Work on _____, 20__.

You are hereby notified that your Bid has been accepted for items in the total amount of:
_____ dollars and
_____ cents (\$ _____);

as the sum of unit prices for the unit quantities listed in the proposal.

You are required by the Instructions to Bidders to execute the AGREEMENT and furnish the required CONTRACTOR's Performance Bond, and Payment Bond and certificates of insurance within ten (10) consecutive calendar days from the date of this notice to you.

If you fail to execute said AGREEMENT and to furnish said BONDS within ten (10) consecutive calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER is entitled to other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this _____ day of _____, 20__.

OWNER: Winchester Municipal Utilities

By: _____

Name: _____

(Print Name)

Title: _____

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the NOTICE OF AWARD is hereby acknowledged this the ____ day of _____, 20__.

CONTRACTOR: _____

By: _____

Name: _____

(type or print)

Title: _____

(Continued on next page)

PART 2 - AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between Winchester Municipal Utilities hereinafter called "OWNER", and _____ doing business as (a corporation, a partnership, or an individual), hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the "Contract No. 61 – Lower Howards Creek Sanitary Sewer Improvements Project – Old Boonesboro Road Outfall Sewer", Winchester, Kentucky.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and services necessary for the completion of the project described herein.
3. The CONTRACTOR will commence the work required by the Contract Documents within fifteen (15) consecutive calendar days after the date of the Notice to Proceed and will complete the same within three hundred sixty five (365) consecutive calendar days unless the period for completion is extended otherwise by the Contract Documents. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of not less than two-hundred dollars (\$600) (See GC – 1.13) for each consecutive day thereafter as hereinafter provided in the General Conditions.
4. The CONTRACTOR agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of:
_____ dollars and
_____ cents (\$_____).

as shown in the Bidder's Proposal.

(Continued on next page)

5. The term "Contract Documents" means and includes the following:

- a. Advertisement for Bids.
- b. Information for Bidders.
- c. Bid Bond.
- d. Bid Proposal Form.
- e. Agreement.
- f. General Conditions.
- g. Special Conditions.
- h. Payment Bond.
- i. Performance Bond.
- j. Maintenance Bond.
- k. Notice of Award.
- l. Notice to Proceed.
- m. Change Order(s), if any.
- n. Drawings prepared by Palmer Engineering.
- o. Technical Specifications prepared by Palmer Engineering.
- p. Addenda:
 - No. _____, Dated _____
 - No. _____, Dated _____
 - No. _____, Dated _____
 - No. _____, Dated _____
 - No. _____, Dated _____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

(Continued on next page)

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this AGREEMENT in two (2) copies each of which shall be deemed an original on the date first above written.

OWNER: Winchester Municipal Utilities

By:

(Insert Name _____)

Title:

ATTEST:

Name:

(type or print)

Title:

CONTRACTOR:

By:

Name:

(type or print)

Address:

ATTEST:

Name:

(type or print)

Title:

(Continued on next page)

PART 3 - NOTICE TO PROCEED

TO: _____

PROJECT:

Contract No. 61 – Lower Howards Creek Sanitary Sewer Improvements Project
Old Boonesboro Road Outfall Sewer

Winchester Municipal Utilities

You are hereby notified to commence work in accordance with the AGREEMENT dated _____, 20__ on or before _____, 20__ and you are to complete the work within one hundred eighty (160) consecutive calendar days thereafter. The date of completion of all work is therefore _____, 20__

OWNER: Winchester Municipal Utilities

By: _____

(Insert Name _____)

Title: _____

(Continued on next page)

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

this the _____ day of _____, 20__

By: _____

Title: _____

END OF SECTION 00500

**SECTION 00600
BONDS AND CERTIFICATES**

PART 1 - PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Name of CONTRACTOR: _____

Address of CONTRACTOR: _____

_____ a (corporation, partnership, or individual), hereinafter called "PRINCIPAL", and

Name of SURETY: _____

Address of SURETY: _____

hereinafter called "SURETY", are held and firmly bound unto the

Name of OWNER: Winchester Municipal Utilities

Address of OWNER: 150 North Main Street, Winchester, Kentucky 40391

hereinafter called "OWNER", in the total aggregate penal sum of:

_____ dollars and
_____ cents (\$_____).

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents in compliance with KRS 76.100.

The Condition of this Obligation is such that whereas, the PRINCIPAL entered into a certain Contract with the OWNER, dated the _____ day of _____, 20__ copy of which is hereto attached and made a part hereof for the construction of: "Contract No. 61 – Lower Howards Creek Sanitary Sewer Improvements Project – Old Boonesboro Road Outfall Sewer"; Winchester, Kentucky.

NOW, THEREFORE, if said Contractor shall promptly and faithfully perform all and each of the terms, conditions, and agreements of said Contract required therein to be kept and performed by said Contractor, including the payment in full of all labor and materials used in the completion of said Contract, pay all unemployment contributions which become due and payable under the Kentucky Unemployment Insurance Law and shall indemnify and save harmless and defend the Owner against all claims, loss or damage, and expenses of reconstruction or additional work directly arising by reason of the failure of the Contractor to faithfully perform said Contract and to guarantee the Work performed under said Contract for a period of one-year from the date of acceptance by Owner of said Work, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety hereby waives notice of any alternation or extension of time made by the Owner. Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner, having performed Owner's obligations there under, the Surety shall, within ten (10) days, undertake to promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible Bidder or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to the Contractor.

PROVIDED, FURTHER, that no right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, successors, or assigns of the Owner.

PROVIDED, FURTHER, should any proceedings be necessary to enforce this Bond, such sum as the Court may determine to be reasonable shall be allowed to Owner as attorney's fees, in addition to other sums found due.

PROVIDED, FURTHER, that in the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Clark County, State of Kentucky.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the AGREEMENT not increasing the Contract price more than 20 percent (20%), so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the AGREEMENT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the AGREEMENT or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

(Continued on next page)

IN TESTIMONY WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20__.

ATTEST:

PRINCIPAL:

(PRINCIPAL) Secretary

By: _____

Address: _____

WITNESS TO PRINCIPAL

Address: _____

ATTEST:

SURETY

Witness to SURETY

By Attorney in Fact

Address: _____

Address: _____

NOTE: Date of BOND must not be prior to date of AGREEMENT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

PART 2 - PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Name of CONTRACTOR:

Address of CONTRACTOR:

a (corporation, partnership, or individual), hereinafter called "PRINCIPAL", and

Name of SURETY:

Address of SURETY:

hereinafter called "SURETY", are held and firmly bound unto the

Name of OWNER: Winchester Municipal Utilities

Address of OWNER: 150 North Main Street, Winchester, Kentucky 40391

hereinafter called "OWNER", in the total aggregate penal sum of:

_____ dollars and

_____ cents (\$_____).

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The Condition of this Obligation is such that whereas, the PRINCIPAL entered into a certain Contract with the OWNER, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of: "Contract No. 61 – Lower Howards Creek Sanitary Sewer Improvements Project – Old Boonesboro Road Outfall Sewer"; Winchester, Kentucky.

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such AGREEMENT, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and for all labor cost incurred in such Work including that by a SUBCONTRACTOR, and to any mechanic or materialman lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

(Continued on next page)

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the Subcontractors, and persons, firms, and corporations having a direct Contract with the PRINCIPAL or its Subcontractors, in addition to the OWNER.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct Contract with the PRINCIPAL, shall have given written notice to any two of the following. The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) consecutive calendar days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer; (b) After the expiration of eighteen (18) months following the date of which PRINCIPAL ceased Work on said AGREEMENT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the AGREEMENT not increasing the Contract price more than 20 percent (20%), so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the AGREEMENT as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the AGREEMENT or the Loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, No right of action shall occur on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, successors, or assigns of the Owner.

PROVIDED, FURTHER, Should any proceedings be necessary to enforce this Bond, such sum as the Court may determine to be reasonable shall be allowed to Owner as attorney's fees, in addition to other sums found due.

(Continued on next page)

PROVIDED, FURTHER, In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Clark County, State of Kentucky.
IN TESTIMONY WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

PRINCIPAL:

(PRINCIPAL) Secretary

By: _____

Address: _____

WITNESS TO PRINCIPAL

Address: _____

ATTEST:

SURETY

Witness to SURETY

By Attorney in Fact

Address: _____

Address: _____

NOTE: Date of BOND must not be prior to date of AGREEMENT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

PART 3 – MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Name of CONTRACTOR: _____

Address of CONTRACTOR: _____

_____ a (corporation, partnership, or individual), hereinafter called "PRINCIPAL", and

Name of SURETY: _____

Address of SURETY: _____

hereinafter called "SURETY", are held and firmly bound unto the

Name of OWNER: Winchester Municipal Utilities

Address of OWNER: 150 North Main Street, Winchester, Kentucky 40391

hereinafter called "OWNER", in the total aggregate penal sum of:

_____ dollars and
_____ cents (\$_____).

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The Condition of this Obligation is such that whereas, the PRINCIPAL entered into a certain Contract with the OWNER, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of: "Contract No. 61 – Lower Howards Creek Sanitary Sewer Improvements Project – Old Boonesboro Road Outfall Sewer"; Winchester, Kentucky.

NOW, THEREFORE, if the Principal shall well and faithfully do and perform the maintenance agreed under said Contract and shall indemnify and save harmless the Owner against all claims, loss or damage and expenses of reconstruction or additional work occurring because of settlement of backfill in any water and/or sewer trenches under paved surfaces within a period of one (1) year from the date of acceptance by WMU of the water and/or sewer lines constructed under said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED, that no right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, successors, or assigns of the Owner.

(Continued on next page)

PROVIDED, FURTHER, should any proceedings be necessary to enforce this Bond, such sum as the Court may determine to be reasonable shall be allowed to Owner as attorney's fees, in addition to other sums found due.

PROVIDED, FURTHER, in the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Clark County, State of Kentucky.

IN TESTIMONY WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

PRINCIPAL:

(PRINCIPAL) Secretary

By: _____

Address: _____

WITNESS TO PRINCIPAL

Address: _____

ATTEST:

SURETY

Witness to SURETY

By Attorney in Fact

Address: _____

Address: _____

NOTE: Date of BOND must not be prior to date of AGREEMENT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

PART 4 - CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the
duly authorized and acting legal representative of Winchester Municipal Utilities do hereby certify as
follows:

**Contract No. 61 – Lower Howards Creek Sanitary Sewer Improvements Project
Old Boonesboro Road Outfall Sewer**

I have examined the attached Contract(s) and Performance Bond and Payment Bond and the
manner of execution thereof, and I am of the opinion that each of the aforesaid AGREEMENTS has
been duly executed by the proper parties thereto acting through their duly authorized representatives;
that said representatives have full power and authority to execute the same and that the foregoing
AGREEMENTS constitute valid and legally binding obligations on the parties executing the same, in
accordance with terms, conditions and provisions thereof.

By: _____

Date _____

END OF SECTION 00600

SECTION 00700
GENERAL CONDITIONS

INDEX

- 1.1 Contract Documents
- 1.2 Definitions and Meanings of Terms
- 1.3 Drawings and Specifications
- 1.4 Shop Drawings
- 1.5 Conflict In Documents
- 1.6 Contractor
- 1.7 Notice and Service Thereof on Contractor
- 1.8 Assignment of Contract
- 1.9 Subletting Contract
- 1.10 Commencement and Completion of Work
- 1.11 Prosecution of Work
- 1.12 Contract Time - Delays and Extensions
- 1.13 Failure to Complete Work on Time
- 1.14 Character of Workmen, Equipment and Material
- 1.15 Construction Administrator's Status
- 1.16 Construction Administrator's Decision
- 1.17 Review of Work
- 1.18 Standard Specifications
- 1.19 "OR EQUAL" Clause
- 1.20 Permits and Codes
- 1.21 Wages and Hours
- 1.22 Non-Rebate of Wages
- 1.23 Contract Security or Performance, Payment, and Maintenance Bond
- 1.24 Insurance - Contractor's Coverage and Cancellation Provision
- 1.25 Insurance - Workmen's Compensation
- 1.26 Insurance - Public Liability
- 1.27 Minimum Insurance Limits
- 1.28 Insurance - Proof of Carriage
- 1.29 Royalties and Patent Fees
- 1.30 Responsibility for Damage, Claims, Etc.
- 1.31 Handling and Distribution
- 1.32 Materials - Samples - Review
- 1.33 Payment for Materials Stored at Site of Project
- 1.34 Materials
- 1.35 Defective Materials and Workmanship
- 1.36 Guaranty
- 1.37 Sanitary Facilities
- 1.38 Employment Qualifications
- 1.39 Employment Services and Labor Preferences
- 1.40 Payment of Employees
- 1.41 Schedules, Reports and Records

- 1.42 Planning and Progress Schedules
- 1.43 Payments by Contractor
- 1.44 Funds for Partial Payment Estimates
- 1.45 Partial Payment Estimates
- 1.46 OWNER'S Right to Withhold Payments
- 1.47 Deductions for Uncorrected Work
- 1.48 Protection of Work, Property and Persons
- 1.49 Construction Limits
- 1.50 Staging Area
- 1.51 Traffic Control and Signage
- 1.52 Existing Utilities
- 1.53 Arbitration
- 1.54 Alteration in Drawings and Specifications
- 1.55 Changes in the Work
- 1.56 Claims for Extra Work
- 1.57 Determination of the Value of Extra (Additional) or Omitted Work
- 1.58 Separate Contracts
- 1.59 OWNER'S Right to Do Work
- 1.60 Suspension of Work
- 1.61 Right of OWNER to Terminate Contract
- 1.62 Contractor's Right to Stop Work or Terminate Contract
- 1.63 Using Completed Portion of Work
- 1.64 Acceptance and Final Payment
- 1.65 Contractor's Final Release
- 1.66 Final Clean-Up

SECTION 00700
GENERAL CONDITIONS

PART 1 - GENERAL

1.1 CONTRACT DOCUMENTS

The Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Agreement, Performance and Payment Bonds, Certificate of Insurance, Notice of Award, Notice to Proceed, Change Orders, General Conditions, Supplementary General Conditions, Special Conditions, Drawings, Addenda, and Specifications shall all be binding on the Contractor, and shall be fully a part of the Contract as if thereto attached or therein repeated in words and figures.

1.2 DEFINITIONS AND MEANINGS OF TERMS

Whenever in the Contract Documents the following terms or pronouns referring to them are used, the intent and meaning shall be interpreted as follows which shall be applicable to both the singular and plural thereof:

- A. **Addenda** shall mean written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.
- B. **Bid** shall mean the offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the Work to be performed; the terms Bid and Proposal are synonymous.
- C. **BIDDER** shall mean any individual, partnership or corporation submitting a Bid for the Work.
- D. **Bonds** shall mean Bid, Performance, Payment, and Maintenance Bonds and other security instruments, furnished by the Contractor and his surety in accordance with the Contract Documents.
- E. The **Contract** shall mean the Contract executed by the OWNER and the Contractor, of which these General Conditions form a part; the terms Contract and Agreement are synonymous.
- F. The terms **OWNER** and **Contractor** shall mean the respective parties to the Contract; the OWNER being Winchester Municipal Utilities (WMU) for whom the work is to be performed; the Contractor being the individual, partnership or corporation with whom the OWNER has executed the Contract Documents.

- H. **Change Order** shall mean a written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract price or Contract time.
- I. **Construction Administrator** shall mean the firm or individual providing engineering related services during the bidding, award, and construction of the Project.
- J. **Contract Documents** shall mean the Contract, including Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Agreement, Payment Bond, Performance Bond, Maintenance Bond, Certificate(s) of Insurance, Notice of Award, Notice to Proceed, Change Orders, Drawings, General Conditions, Supplementary General Conditions, Special Conditions, Addenda and Specifications.
- K. **Contract price** shall mean the total monies payable to the Contractor based on the unit prices bid and the actual quantities as measured in the field.
- L. **Contract time** shall mean the number of consecutive calendar days stated in the Contract Documents and Change Orders, if any, for the completion of the Work.
- M. **Days** shall mean calendar days unless otherwise stated.
- N. **Drawings** shall mean the part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.
- O. **Engineer** shall mean the firm or individual providing engineering services during the design phase of the Project.
- P. **Field order** shall mean a written order effecting a change in the Work not involving an adjustment in the Contract price or an extension of the Contract time, issued by the Construction Administrator to the Contractor during construction.
- Q. **Notice of award** shall mean the written notice of the acceptance of the Bid from the OWNER to the successful BIDDER.
- R. **Notice to proceed** shall mean written communication issued by the OWNER to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.
- S. **Partial Utilization** shall mean placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.
- T. **Project** shall mean the undertaking to be performed as provided in the Contract Documents.

- U. **Resident project representative** shall mean the authorized representative of the OWNER or ENGINEER who is assigned to the project site or any part thereof.
- V. **Shop drawings** shall mean all drawings, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed; the terms shop drawings and submittals are synonymous.
- W. **Site** shall mean the specific area adjacent to and including the area upon which the Work is performed.
- X. **Special Conditions** shall mean a part of the Contract Documents consisting of written descriptions of unusual circumstances or requirements that apply only to the Project involved in the current contract, and are not normally or adequately addressed in the General Conditions or Technical Specifications.
- Y. **Specifications** shall mean a part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- Z. **Subcontractor** shall mean individual, partnership or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the Work at the site.
- AA. **Substantial completion** shall mean that date as certified by the Construction Administrator when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the project or specified part can be utilized for the purposes for which it is intended.
- BB. **Suppliers** shall mean any person, supplier or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
- CC. **Unit price** work shall mean Work to be paid for on the basis of unit prices.
- DD. **Work** shall mean labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the project.
- EE. **Written notice** shall mean any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

1.3 DRAWINGS AND SPECIFICATIONS

The intent of the Drawings and Specifications is to describe the type and scope of Work that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the OWNER.

The OWNER, without charge, will furnish to the Contractor not more than four (4) sets of the Drawings and Specifications. If additional sets of documents are required by the Contractor for the proper handling of the work, such documents will be furnished to the Contractor at cost.

The Contractor shall keep one set of the Drawings and Specifications on the site of the work. This set shall be kept current by the addition of all reviewed changes, addenda and amendments thereto.

The Drawings and Specifications are intended to be explanatory to each other, but should any discrepancy appear or any misunderstanding arise as to the importance of anything contained in either, the Construction Administrator shall make the necessary interpretation. Corrections of errors or omissions in the Drawings or Specifications may be made by the Construction Administrator when such corrections are necessary for the proper fulfillment of their intention as construed by the Construction Administrator.

All work or materials shown on the Drawings and not mentioned in the Specifications, or any work specified and not shown on the Drawings, shall be furnished, performed, and done by the Contractor as if same were both mentioned in the Specifications and shown on the Drawings.

Should the Contractor in preparing his Bid find anything necessary for the construction of the project that is not mentioned in the Specifications or shown on the Drawings, or find any other discrepancy in the Contract Documents, he shall notify the Construction Administrator so that such discrepancies may be corrected by Addenda prior to the Bid opening. Should the Contractor fail to notify the Construction Administrator of such discrepancies, it will be assumed that his Bid included everything necessary for the complete construction in the spirit and intent of the designs shown.

The Contractor may be furnished additional instructions and detail drawings, by the Construction Administrator, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

1.4 SHOP DRAWINGS

The Contractor shall submit shop and working drawings of piping material and appurtenances fabricated especially for the Contract. These drawings should be submitted prior to materials being ordered. The Owner will return such drawings to the Contractor stamped "Accepted" or "Rejected As Noted". All piping material and fabricated appurtenances will require Owner approval before installation.

1.5 CONFLICT IN DOCUMENTS

Should there be a discrepancy between the plans and specifications, the specifications shall govern. Should there be a discrepancy between figure dimensions and scaled dimensions, figure dimensions shall govern. Should there be a discrepancy between Technical Specifications and Special Conditions, Special Conditions shall govern. Any Addenda issued shall govern over all other documents.

1.6 CONTRACTOR

Only one Contractor is recognized as a party to this Contract and where the term Contractor is used, the prime Contractor who signed this Contract is referred to. For convenience, the Specifications may have been divided into separate headings or divisions to cover the various trades represented in the work, and where "Electrical Contractor", "Mechanical Contractor", "Plumbing Contractor" and other such "Contractors" are referred to, it is for convenience only.

It is understood and agreed that the Contractor has satisfied himself as to the nature and location of the work, the topography of the ground, the character and quality of materials to be encountered, the character of equipment or other facilities needed for the proper execution of the Work, the general and local conditions, and all other matters which in any way affect the work under the Contract. No verbal statement of any officer, agent or employee of the OWNER or the Engineer, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations contained herein.

1.7 NOTICE AND SERVICE THEREOF ON CONTRACTOR

The address given in the Proposal upon which this Contract is founded and the Contractor's office at or near the site of the work are hereby designated as places to either of which notices, letters and other communications to the Contractor shall be certified, mailed or delivered. The delivering at the above named places, or depositing in a postpaid wrapper directed to the first named place, in any post office box regularly maintained by the United States Postal Service, of any notice, letter or other communication to the Contractor shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of delivery or mailing. The first named address may be changed at any time by an instruction in writing, executed and acknowledged by the Contractor and delivered to the Construction Administrator

and the OWNER. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon the Contractor personally.

1.8 ASSIGNMENT OF CONTRACT

The Contractor shall not assign, sell, transfer or otherwise dispose of his Contract or any monies due or that may become due thereunder, without the prior written consent of the OWNER.

1.9 SUBLETTING CONTRACT

The Contractor may utilize the services of specialty subcontractors on those parts of the Work which, under contracting practices, are performed by specialty subcontractors. However, the Contractor will not be permitted to sublet any portion of his contract to any individual, co-partnership, or corporation without the prior written consent of the OWNER and the approval of the Construction Administrator. The Contractor shall not sublet more than fifty percent (50%) of the work without the consent of the OWNER and the approval of the Construction Administrator prior to the receipt of Bids. The Contractor shall, if requested, notify the OWNER in writing of the names of subcontractors proposed for the work.

The Contractor shall be as fully responsible to the OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the OWNER may exercise over the Contractor under any provisions of the Contract Documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the OWNER.

1.10 COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence work on a date to be specified in a written order of the OWNER, and shall fully complete all work under the Contract within the number of consecutive calendar days set out in the Proposal and/or Contract. As set forth in the Proposal and/or Contract, the work under the Contract will be subject to liquidated damages in the event the work is not completed within the Contract time.

1.11 PROSECUTION OF WORK

The Contractor shall give his personal superintendence to the work or shall have a competent superintendent, satisfactory to the OWNER on the work at all times during its progress with full authority to act for the Contractor. The superintendent shall have been designated in writing by the Contractor as the Contractor's representative at the site. All communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall also provide an adequate staff for properly coordinating and expediting his work. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

The Contractor shall be prepared to start the work as stipulated in the Proposal, but not until he has received official notice from the OWNER to do so. Official notice will be in the form of a written Notice to Proceed. The work shall be prosecuted in a manner and with sufficient materials, equipment, and labor as is considered necessary to insure completion within the time set forth in the Contract. The Contractor shall not suspend the work or any portion of it without the written consent of the OWNER and the approval of the Construction Administrator.

1.12 CONTRACT TIME - DELAYS AND EXTENSIONS

The number of consecutive calendar days in which the Contractor shall fully perform the proposed work has been set out in the Proposal and Contract. The date of beginning and the time for completion of the work are essential conditions of the Contract.

In arriving at any credit due the Contractor for an extension of time on the Contract, the OWNER, upon the recommendation of the Construction Administrator, may allow such credit as in his judgement is deemed equitable and just for all delays occasioned by any act, or failure to act, on the part of the Contractor or caused by forces beyond the Contractor's control. Additional time will also be allowed the Contractor to cover approved over-runs or additions to the Contract in the same proportion that the said over-runs or additions in monetary value bears to the original Contract amount. Delays caused by normal and ordinary weather conditions foreseeable at the time the work is Bid will not be the basis for an extension of the Contract time.

If the Contractor claims that any instructions by Drawings or otherwise involve an extension of time, he shall give the Construction Administrator written notice of said claim within ten (10) consecutive calendar days after the receipt of such instructions, and in any event before proceeding to execute the work, stating clearly and in detail the basis of his claim or claims. No such claim shall be valid unless so made.

The Contractor shall make no claim for extra compensation due to delays of the project beyond his control. Such delays may include those caused by any act of neglect on the part of the OWNER or Construction Administrator, or by any employee of either, or by any separate contractor employed by the OWNER, or by changes

ordered in the work, or by labor disputes, fire, unusual delays in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or by delay authorized by the OWNER pending arbitration, or by any other cause which the Construction Administrator determines may justify the delay. Apart from extension of time, no payment for damages shall be made to the Contractor, subcontractor, nor sub-subcontractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work regardless whether such delay be avoidable or unavoidable.

Time extensions may be granted upon proper justification by the Contractor. Any claim for time extensions under these provisions shall be submitted in writing to the Construction Administrator not more than twenty (20) consecutive calendar days following commencement of the delay; otherwise claim will be waived. With submission of claim, Contractor shall provide an estimate of the probable effect of such delay on the progress of the work.

Additional costs incurred in accelerating the work to compensate for such delays (as defined above) shall also not form the basis for extra compensation claims.

1.13 FAILURE TO COMPLETE WORK ON TIME

Should the Contractor fail or refuse to complete the work within the time specified in his Proposal and Contract (or extension of time granted by the OWNER), the Contractor shall pay liquidated damages in an amount set out in said Proposal and/or Contract. The amount of liquidated damages shall in no event be considered as a penalty, nor other than an amount agreed upon by the Contractor and the OWNER for damages, losses, additional engineering, additional resident representation and other costs that will be sustained by the OWNER, if the Contractor fails to complete the work within the specified time. Liquidated damages will be applied on a rate per day for each and every calendar day (Sundays and holidays included) beyond the Contract expiration date stipulated in the Contract Documents, considering all time extensions granted.

Should no liquidated damages amount be specified in the Proposal and Contract, then the following amounts shall be fixed and agreed upon by and between the Contractor and OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain.

SCHEDULE OF LIQUIDATED DAMAGES

<u>Original Amount of Contract</u>	<u>Liquidated Damages Per Day</u>
Up to \$100,000	\$150
\$100,000 to \$500,000	\$200
\$500,000 to \$1,000,000	\$250
\$1,000,000 to \$2,000,000	\$300
Over \$2,000,000	\$300 plus \$150 per each additional million dollars or fractions thereof

1.14 CHARACTER OF WORKMEN, EQUIPMENT, AND MATERIAL

The Contractor shall keep on the Work, during its progress, competent supervisory personnel. The Contractor shall designate, in writing, before starting work, an authorized representative who shall have complete authority to represent and to act for the Contractor. The Contractor shall give efficient supervision to the Work, using his best skill and attention.

The Contractor shall employ only workmen skilled in their various duties and shall remove from the project, at the request of the Construction Administrator, any person employed in, about, or upon the work, who misconducts himself or is incompetent or negligent in the performance of the duties assigned to him.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Any careless, untrustworthy, or incompetent workman shall be removed forthwith upon the request of the Construction Administrator or his duly authorized representative. Particular application shall be to workmen who ignore quality specifications on pipe bedding, laying, and backfilling, below grade building, concrete placement, and other work to be covered up or assuming an unalterable set.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt review. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or any subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which interest is retained by the seller.

Review of manufacturer's shop drawings of materials and equipment shall not mean final acceptance, but shall be subject to review and test on delivery and installation. The Contractor shall repair, replace, or adjust any materials or equipment found defective or not operating properly due to improper materials, workmanship, and adjustment on his part, for a period of one year after completion and acceptance of his work.

1.15 CONSTRUCTION ADMINISTRATOR'S STATUS

In rendering general engineering service, resident engineering and review of construction, the Construction Administrator is not in charge of, and shall not be

responsible for, the methods of construction, the construction forces or the construction equipment, construction safety procedures, or Contractor payment for labor and materials on the project.

The Construction Administrator may review the work as the authorized representative of the OWNER and will have authority to stop the work whenever, in his opinion, such action is necessary to insure the proper execution of the Contract. He will also have authority to reject work and materials which do not conform to the Drawings, Specifications and Contract Documents and to direct the place or places where work shall be prosecuted. The Construction Administrator is the agent of the OWNER only to the extent provided in the Specifications and Contract Documents, except in special instances when this authority is extended; in such latter instances he will, upon request, show the Contractor written proof of his authority.

The Construction Administrator will also interpret the meaning and requirements of the Drawings, Specification and Contract Documents, decide all engineering questions, and decide all disputes that may arise between the OWNER and the Contractor. The Construction Administrator's decisions on these matters will be final and binding on both the Contractor and the OWNER unless the dispute is submitted to arbitration or either party resorts to legal action for settlement.

The Construction Administrator is the interpreter of the conditions of the Contract and the judge of its performance. In this duty, he will not favor either the OWNER or the Contractor but will use his authority under the Contract to insure and enforce its faithful performance by both parties. In case of the termination of the employment of the Construction Administrator, the OWNER will appoint a capable and reputable Construction Administrator, whose status under the Contract will be the same as that of the former Construction Administrator; any dispute in connection with such appointment shall be subject to arbitration.

1.16 CONSTRUCTION ADMINISTRATOR'S DECISION

The Construction Administrator shall, within a reasonable time after their presentation to him, make decisions on all claims of the OWNER or Contractor and on all matters relating to the execution and progress of the work or the interpretations of the Drawings, Specifications and Contract Documents.

Unless otherwise expressly provided in the Specifications and Contract Documents, all the Construction Administrator's decisions are subject to arbitration, provided arbitration is agreed to by both the OWNER and the Contractor.

If, however, the Construction Administrator fails to render a decision within ten (10) consecutive calendar days after the parties have presented their evidence, either party may then request arbitration. If Construction Administrator renders a decision after arbitration proceedings have begun, such decision may be entered as evidence but shall not disturb or interrupt such proceedings except where such decision is

acceptable to the parties concerned.

1.17 REVIEW OF WORK

The Construction Administrator, his representatives and representatives of regulatory or sponsoring state or federal agencies shall at all times have full access to the work and to all materials intended for use in the work, as well as to plants where such materials are produced. The Contractor shall provide for such access and review. If the work shall be covered up without the knowledge or consent of the Construction Administrator, it must, if directed by the Construction Administrator, be uncovered for examination at the Contractor's expense.

1.18 STANDARD SPECIFICATIONS

Where standard specifications, such as those of the American Society for Testing and Materials, the American National Standards Institute, the American Water Works Association, the American Association of State Highway and Transportation Officials, the Federal Aviation Agency, the Federal Specifications, etc., are referred to in the Specifications and Contract Documents and on the Drawings, said references shall be construed to mean the latest amended and/or revised versions of the said standard or tentative specification.

1.19 "OR EQUAL" CLAUSE

Whenever the words "or approved equal", or "or equal", or "similar to", etc., appear in the Specifications, they shall be interpreted to mean an item of material or equipment that, in the opinion of the Construction Administrator, is similar to that named, suited to the same use, capable of performing the same function as that named, has a record of service equal to that named, and is equal in quality, capacity and/or efficiency to that named.

The Construction Administrator's decision as to the equality of any material or equipment to that specified shall be final, but acceptance by the Construction Administrator shall not relieve the Contractor from his responsibility concerning such materials or equipment or affect the guarantee covering the workmanship, materials and equipment.

1.20 PERMITS AND CODES

Unless otherwise set out in the Specifications or required by the agencies involved, the Contractor shall make application for, obtain and pay for all licenses and permits of a temporary nature necessary for the prosecution of the Work and shall pay for all fees and charges in connection therewith. Permits, licenses and easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the OWNER, unless otherwise specified. The Contractor shall be required to comply with all state or municipal ordinances, laws, and/or codes insofar as the same are

binding on the OWNER.

The intent of this Contract is that the Contractor shall base his Bid upon the Drawings and Specifications, but that all work installed shall comply with all applicable codes and regulations as amended by any waivers. Before installing the work, the Contractor shall examine the Drawings and the Specifications for compliance with applicable codes and regulations bearing on the Work, and shall immediately report any discrepancy to the Construction Administrator. Where the requirements of the Drawings and Specifications fail to comply with the applicable code or regulation, the OWNER will adjust the Contract by change order to conform to the code or regulation (unless waivers in writing covering the differences have been granted by the governing authority) and shall make appropriate adjustment in the Contract price. Should the Contractor fail to observe the foregoing provisions and install work at variance with any applicable code or regulation as may be amended by waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Specifications), the Contractor shall remove and/or replace such work without cost to the OWNER, except that a change order will be issued to cover any additional cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

1.21 WAGES AND HOURS

The Contractor shall pay not less than the prevailing wage scale set out in these Specifications and Contract Documents, as amended, and shall comply in every respect to applicable laws, rules, regulations and statutes pertaining to wages and hours. Based on the Engineer's estimate, the construction cost of the Work will total more than \$250,000. Therefore, prevailing wage rates are applicable to this project refer to Special Conditions for applicable wage rates.

1.22 NON-REBATE OF WAGES

The Contractor shall comply with the regulations, rulings and interpretations of the Secretary of Labor of the United States, pursuant to the Federal Anti-Kickback Act of June 13, 1934, as amended, 48 Stat. 948; 62 Stat. 74; 63 Stat. 108 (Title 18, U.S.C. Sec. 874 and Title 40 U.S.C. Sec. 276c) including all subsequent amendments which makes it unlawful to induce any person employed in the construction or repair of public buildings or public works to give up any part of the compensation to which he is entitled under his Contract of Employment; and the Contractor agrees to insert a like provision in all subcontracts hereunder. The Contractor may be required to execute an affidavit covering each weekly payroll and certifying compliance with said Anti-Kickback Act.

1.23 CONTRACT SECURITY OR PERFORMANCE, PAYMENT, AND
MAINTENANCE BOND

The Contractor will be required to furnish the OWNER with a Performance Bond and a Payment Bond to run for one year after the date of final acceptance of the Work by the OWNER. The Bonds shall be executed by a surety company duly authorized to do business in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular 570. The Performance Bond shall be in the amount not less than one hundred percent (100%) of the Contract price, as security for the faithful performance of this Contract; the Payment Bond shall be in the amount not less than one hundred percent (100%) of the Contract price, as security for the payment of all persons performing labor and furnishing materials in connection with this Contract; and the Maintenance Bond shall be in the amount not less than five percent (5%) of the total Contract amount, as warranty for the Work completed under this Contract. These Bonds must be executed in the form provided as a part of the Contract Documents, and the surety company shall hold a current certificate of authority, as issued by the Treasury Department, as an acceptable surety on Federal Bonds under an act of Congress approved July 30, 1947. The expense of these Bonds shall be borne by the Contractor.

If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies acceptable on Federal Bonds, the Contractor shall within ten (10) consecutive calendar days after notice from the OWNER to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the OWNER.

1.24 INSURANCE, CONTRACTOR'S COVERAGE AND CANCELLATION
PROVISION

The Contractor will not be permitted to commence work until he has obtained all insurance required by these documents and such insurance has been approved by the OWNER, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all insurance required has been so obtained and approved. Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the Work.

Such insurance shall be secured from an insurance company authorized to write casualty insurance in the state where the Work is located and shall protect the Contractor, his subcontractors, and the OWNER from claims of bodily injury, death, property damage, fire and other risks set out herein.

Each insurance policy covering the Contractor's operations under the Contract shall provide either in the body of the policy, or by appropriate endorsement (rider) to the policy, that such policy cannot be altered or canceled in less than thirty (30) consecutive calendar days after the mailing of written notice of such alteration or cancellation to the OWNER (insured) or not less than fifteen (15) consecutive calendar days after actual receipt by the OWNER (insured), of written notice of such pending alteration or cancellation.

Certificates of Insurance coverage shall include a statement of alteration or cancellation provisions of the policy, sufficient to show definitely that such provisions comply with the requirements stated herein.

1.25 INSURANCE, WORKER'S COMPENSATION

The Contractor shall procure out and maintain during the life of this Contract, Workmen's Compensation Insurance, as required by statute, for all of his employees employed at the site of the Project, and in case any work is sublet, for all the subcontractor's employees not otherwise insured. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workmen's Compensation Statute, the Contractor shall provide adequate coverage for the protection of the employees not otherwise protected.

1.26 INSURANCE, PUBLIC LIABILITY

The Contractor shall procure out and maintain during the life of this Contract such Public Liability (Bodily Injury and Property Damage) Insurance as shall protect him and any subcontractor performing work covered by this Contract from claims for damages because of bodily injury, including accidental death and from claims for property damages, which may arise from operations under this Contract, whether such operations be by him or by any subcontractor, or by anyone directly or indirectly employed by either of them.

Where work on railroad rights-of-way is involved, the Contractor shall also be covered by Railroad Protective Liability Insurance with limits of liability as required by the railroad company on whose property the work is being performed.

1.27 MINIMUM INSURANCE LIMITS

The Contractor shall procure and maintain insurance policies as described herein and for which WMU shall be furnished Certificates of Insurance in triplicate upon the execution of the Contract. The Certificates shall include provisions that the policies may not be canceled or materially amended without WMU having been provided not less than thirty (30) days written notice. The Certificates shall identify the Contract Name and Number to which they apply and shall include the name and address of the person executing the Certificate as well as the person's signature. If policies expire

before the completion of the Contract, renewal Certificates shall be furnished WMU before the expiration date.

The insurance to be procured and maintained shall include:

- A. Comprehensive General Liability of Commercial General Liability, including:
 - 1. Premises - Operations.
 - 2. Explosion, Collapse, and Underground Hazards. (If no blasting is involved in the Work to be performed, coverage for the Explosion hazard need not be procured and maintained.)
 - 3. Completed Operations.
 - 4. Contractual Liability.
 - 5. Broad Form Property Damage.
 - 6. Independent Contractors.
 - 7. Personal Injury.
- B. Automobile Liability, insuring all Owned, Non-Owned, and Hired Motor Vehicles.
- C. Workers' Compensation.
- D. Employers' Liability.
- E. "All Risk" or "Special Form" Builders' Risk (if applicable).
- F. Railroad Protective (if applicable).
- G. Fire and Extended Coverage Insurance

The minimum Amounts and Limits of Liability that must be procured and maintained for the foregoing insurance shall be as follows unless different Amounts or Limits are specified in Section 00100, INSTRUCTIONS FOR BIDDERS:

- A. Comprehensive General Liability or Commercial General Liability: \$1,000,000 for any one occurrence.
- B. Automobile Liability: \$1,000,000 for any one accident.
- C. Employers' Liability: \$500,000 for any one occurrence.
- D. Builders' Risk: Ninety percent (90%) of the insurable value of the property to be insured.
- E. Railroad Protective: \$1,000,000 for any one occurrence.

Paragraph 1.30 of the General Conditions contains the hold harmless and indemnification agreement of the Contractor to WMU. The Contractual Liability insurance provided by the Contractor's Comprehensive or Commercial General Liability policy shall specifically insure the liability assumed under Paragraph 1.30 of the General Conditions and the Certificate of Insurance shall be written accordingly.

The Builder's Risk insurance, if any, shall insure as Additional Insurance, WMU and the subcontractors and suppliers, as their respective interests may appear.

1.28 INSURANCE, PROOF OF CARRIAGE

The Contractor shall furnish the OWNER with satisfactory proof of carriage of the insurance required by submitting completed Insurance Certificates.

1.29 ROYALTIES AND PATENT FEES

The Contractor shall pay license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. As set forth in Paragraph 1.30, hereinafter, he shall indemnify and hold harmless the OWNER and all of its officers, agents and employees from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the work, and shall defend all such claims in connection with any alleged infringement of such rights.

1.30 RESPONSIBILITY FOR DAMAGE, CLAIMS, ETC.

The Contractor shall indemnify and save harmless the OWNER, the Construction Administrator and sub consultants and all of their officers, agents and employees, from all claims, damages, losses and expenses including attorneys' fees of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the Work or through the use of unacceptable materials used on construction or by or on account of any act or omission, neglect, or misconduct of the said Contractor or by or on account of any claims or amounts recovered from any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under any law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his Contract as shall be considered necessary by the OWNER may be retained for the use of the OWNER, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid, shall have been settled and suitable evidence to that effect furnished to the OWNER. Contractor shall purchase public liability, workers compensation and automobile liability insurance, for OWNER'S protection in the amounts set forth in Paragraph 1.27.

In any and all claims against the OWNER or the Construction Administrator, or any of their agents or employees, by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Design Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, or designs, nor of Construction Administrator arising out of the preparation or approval of Change Orders or Specifications.

1.31 HANDLING AND DISTRIBUTION

The Contractor shall handle, haul, and distribute all materials and all surplus materials on the different portions of the Work, as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the Work; and shall be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the Work.

Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.

1.32 MATERIALS - SAMPLES - REVIEW

Unless otherwise expressly provided on the Drawings or in any of the other Contract Documents, only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor to be incorporated in the Work shall be subject to the review of the Construction Administrator. No material shall be processed or fabricated for the Work or delivered to the Work site without prior concurrence of the Construction Administrator.

As soon as possible after execution of the Agreement, the Contractor shall submit to the Construction Administrator the names and addresses of the manufacturers and suppliers of all materials and equipment he proposes to incorporate into the Work. When shop and working drawings are required as specified below, the Contractor shall submit, prior to the submission of such drawings, data in sufficient detail to enable the Construction Administrator to determine whether the manufacturer and/or the supplier have the ability to furnish a product meeting the Specifications. The Contractor shall also submit data relating to the materials and equipment he proposes to incorporate into the Work in sufficient detail to enable the Construction Administrator to identify and evaluate the particular product and determine whether it conforms to the Contract requirements. Such data shall be submitted in a manner similar to that specified for submission of shop and working drawings.

Facilities and labor for the storage, handling, and inspection of all materials and equipment shall be furnished by the Contractor. Defective materials and equipment shall be removed immediately from the site of the Work.

If the Construction Administrator so requires, either prior to or after commencement of the Work, the Contractor shall submit samples of materials for such special tests as the Construction Administrator deems necessary to demonstrate that they conform to the Specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, packed, and shipped by the Contractor as directed. The Contractor shall furnish suitable molds for making concrete test cylinders.

All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented, the name of the building or work and location for which the material is intended, and the name of the Contractor submitting the sample. To ensure consideration of samples, the Contractor shall notify the Construction Administrator by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.

The Contractor shall submit data and samples, or place his orders, sufficiently early to permit consideration, review and testing before the materials and equipment are needed for incorporation in the Work. The consequences of his failure to do so shall be the Contractor's sole responsibility.

In order to demonstrate the proficiency of workmen, or to facilitate the choice among several textures, types, finishes, surfaces, etc., the Contractor shall provide such samples of workmanship of wall, floor, finish, etc., as may be required.

When required, the Contractor shall furnish to the Construction Administrator triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment performance ratings, and concrete data.

After review of the samples, data, etc., the materials and equipment used on the Work shall in all respects conform therewith.

1.33 PAYMENT FOR MATERIALS STORED AT SITE OF PROJECT

Payment for materials or equipment purchased and stored at the Project site will be allowed by the OWNER at the cost of such materials or equipment, less the same percentage of retainage applicable to payment for completed work, upon specific recommendation of the Construction Administrator. Such payment shall be conditional upon submission by the Contractor of bills of sale or such other procedure as will establish the OWNER'S title to such material or otherwise adequately protect the OWNER'S interest.

Only durable materials and equipment which, in the Construction Administrator's, opinion have been properly stored and protected shall be included in materials furnished in partial payment estimates. Clay pipe, brick and tile will be excluded. For simplification of checking and bookkeeping, miscellaneous supplies will also be excluded.

1.34 MATERIALS

- A. Materials, Domestic and Foreign Manufacture: Unless otherwise specified, only such unmanufactured articles, materials and supplies as have been mined or produced in the United States of America, and only such manufactured articles, materials and supplies as have been manufactured in the United States of America substantially all from articles, materials, or supplies mined, produced, or manufactured--as the case may be--in the United States of America, shall be employed under this Contract in the construction of the Project.
- B. Materials, Convict Manufacture: No materials manufactured or produced in a penal or correctional institution shall be incorporated in the Work under this Contract.

1.35 DEFECTIVE MATERIALS AND WORKMANSHIP

Materials brought to the site which are not in accordance with the Specifications shall be removed from the site of the Work by the Contractor at his own expense. Such material shall be so disposed of that there will be no probability of their being used on the work or in the construction.

Upon notice from the Construction Administrator, all defective workmanship shall be immediately remedied by the Contractor, at his own expense.

If the Contractor fails to remove defective materials or to correct defective workmanship within a reasonable time, fixed in the notice from the Construction Administrator, the OWNER may remove the defective materials and/or correct the defective work and charge all the expense in connection therewith to the Contractor.

1.36 GUARANTY

The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of acceptance of the Work by the Winchester Municipal Utilities Commission (WMUC). The Contractor warrants and guarantees for a period of one (1) year from the date of acceptance by the WMUC of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such

defects, the OWNER may do so and charge the Contractor the cost thereby incurred. The Maintenance Bond shall remain in full force and effect through the guarantee period.

1.37 SANITARY FACILITIES

The Contractor shall provide adequate sanitary facilities for the use of those employed on the Work. Such facilities shall be made available when the first employees arrive on the site of the Work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the Work in suitable numbers and at such points and in such manner as may be required.

The Contractor shall maintain facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the Work site, on the lands of the OWNER, or on adjacent property.

1.38 EMPLOYMENT QUALIFICATIONS

No person under the age of eighteen (18) years and no convict labor shall be employed to perform any work under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed to perform any work under this Contract, provided that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. There shall be no discrimination because of race, creed, color, sex or political affiliation in the employment of persons for work under this Contract.

1.39 EMPLOYMENT SERVICES AND LABOR PREFERENCES

With respect to additional skilled, semi-skilled and unskilled workers employed to perform work on the Project, preference in employment shall be given first to persons who reside in the city in which the Work is to be performed, and second to persons residing in the county in which the Work is to be performed.

The Contractor shall be in compliance with Title VI of the Civil Rights of 1964, the Anti-Kickback Act and the contract Work Hours. The Davis-Bacon Act does not apply to this project.

1.40 PAYMENT OF EMPLOYEES

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on the Project in full (less deductions made mandatory by law) in cash or by check as required by law.

1.41 SCHEDULES, REPORTS AND RECORDS

The Contractor shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the OWNER may request concerning Work performed or to be performed.

When required, the Contractor shall furnish the OWNER with proof that all payrolls for services rendered and invoices for materials or equipment supplied have been duly paid. The Contractor shall provide all such other data as the Construction Administrator may require.

In connection with all lump sum contracts or lump sum portions of unit price contracts, the Contractor shall furnish the Construction Administrator a detailed breakdown on which to base partial payment estimates. The detailed breakdown shall be subject to review by the Construction Administrator.

The Contractor shall furnish all necessary information for and assist in the preparation of, and/or prepare the partial payment estimates on forms furnished by the Construction Administrator.

1.42 PLANNING AND PROGRESS SCHEDULES

Before starting the Work and from time to time (at least once per month) during its progress, as the Construction Administrator may request, the Contractor shall submit to the Construction Administrator a written description of the methods he plans to use in doing the Work and the various steps he intends to take. Within fifteen (15) consecutive calendar days after the date of formal execution of the Agreement, the Contractor shall prepare and submit to the Construction Administrator: (a) a written schedule fixing the dates on which additional drawings, if any, will be needed by the Contractor; and (b) a written schedule fixing the respective dates for the start and completion of various parts of the Work. Each such schedule shall be subject to review from time to time during the progress of the Work.

The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the Work. The OWNER, or his authorized representatives and agents, shall be permitted to inspect all payroll, records of personnel, invoices for materials or equipment and other relevant data and records.

For lump sum bid projects, the Progress Schedule shall contain at least 10 line items showing labor and material for each item and shall be made current and submitted as a part of the partial payment estimate. For unit price bid projects, the Bid Schedule shall contain all the unit price line items, however should the OWNER require additional break-down of bid items, then the Contractor shall provide whatever the OWNER requests without change in the Contract price.

1.43 PAYMENTS BY CONTRACTOR

The Contractor shall pay: (a) for all transportation and utility services not later than the 20th day of the calendar month following the month in which such services are rendered; (b) for all materials, tools and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following the month in which such materials, tools and equipment are delivered at the site of the Project, and the balance of the cost thereof not later than the 30th day following completion of that part of the work in or on which such materials, tools and equipment are incorporated or used; and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of each subcontractor's interest therein.

1.44 FUNDS FOR PARTIAL PAYMENT ESTIMATES

Funds for partial payment estimates have been provided by the OWNER so that they may be paid as set out herein. The Contractor must understand, however, that in handling the financing of such work, delays beyond the control of the OWNER are liable to occur in meeting the partial payments, and a reasonable delay on the part of the OWNER in making payment to the Contractor for any period shall not be construed as a breach of contract on the part of the OWNER.

1.45 PARTIAL PAYMENT ESTIMATES

On or about the 15th of each calendar month, the OWNER will make partial payment to the Contractor on the basis of a duly certified approved estimate of the Work performed during the preceding calendar month by the Contractor, but the OWNER will retain not more than ten percent (10%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract, subject to possible modification as set out hereinafter. After fifty percent (50%) of the Work has been completed, if the Construction Administrator determines that the Contractor's performance and progress have been satisfactory, the OWNER may make the remaining partial (monthly) payments for the Work completed in full, thereby decreasing the retainage to five percent (5%) of the total Contract price upon completion but prior to acceptance. An escrow account, where applicable, will be established in a local bank, an escrow agent identified, a release procedure established, and an acceptable escrow fee agreed upon between the OWNER and Contractor prior to the Notice-to-Proceed is issued by the OWNER. (These will be executed in accordance with the requirements of KRS 371.160.)

The partial payment estimate shall be completed and signed by the Contractor and shall be supported by such data as the Construction Administrator may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the

partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The Construction Administrator will, within ten (10) consecutive calendar days after receipt of each partial payment estimate, either indicate in writing his approval of payment or present the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) consecutive calendar days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment on the basis on the approved partial payment estimate.

The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

All Work covered by partial payment made shall thereupon become the sole property of the OWNER, but this provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work upon which payments have been made or the restoration of any damaged Work, or as a waiver of the right of the OWNER to require the fulfillment of all terms of the Contract Documents.

Upon completion and acceptance of the Work, the Construction Administrator shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the Contractor within thirty (30) consecutive calendar days of completion and acceptance of the Work.

The Contractor will indemnify and save the OWNER and the OWNER'S agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the Work. The Contractor shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If Contractor fails to do so the OWNER may, after having notified Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the Contractor and

the OWNER shall not be liable to the Contractor for any such payments made in good faith.

If the OWNER fails to make payment thirty (30) consecutive calendar days after approval by the Construction Administrator, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

1.46 OWNER'S RIGHT TO WITHHOLD PAYMENTS

In order to protect the OWNER from loss, payment may be withheld which would otherwise be due the Contractor on account of:

- A. Defective work not remedied or defective materials not removed from site.
- B. Claims filed, or reasonable evidence indicating imminent filing of claims, against the Contractor.
- C. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- D. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- E. Damage to another Contractor.
- F. Performance of work in violation of the terms of the Contract.
- G. Expiration of Contract time.

Should the OWNER withhold payment for any of the reasons listed in Article 1.46, the OWNER will provide written notice to the Contractor giving reason for withholding payment.

1.47 DEDUCTIONS FOR UNCORRECTED WORK

If Construction Administrator deems it inexpedient to correct work damaged or not in accordance with the Contract, a deduction from the Contract price may be negotiated.

1.48 PROTECTION OF WORK, PROPERTY AND PERSONS

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be

incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He shall notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor of anyone directly and indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the OWNER or the Construction Administrator or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor with special instruction or authorization from the Construction Administrator or OWNER, shall act to prevent threatened damage, injury or loss. He shall give the Construction Administrator prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

The Contractor shall comply with OSHA (P.L. 91-596) and the Contract Work Hours and Safety Standards Act (P.L. 91-54).

1.49 CONSTRUCTION LIMITS

The work described by these Contract Documents shall be constructed within the right-of-way limits or the designated construction easements. The Contractor shall not encroach upon private properties for any construction or construction-related activity without written consent.

1.50 STAGING AREA

The Contractor shall secure a staging area for the storage of all construction materials and equipment. Storage of construction materials and equipment will not be permitted within the right-of-way of Reservoir Court, Old Boonesboro Road and KY 627.

The Contractor shall provide written documentation for permission to use the staging area prior to initiation of construction. The Contractor shall be responsible for restoration of the staging area upon completion of the Contract.

Procurement, maintenance, and restoration of the staging area shall be incidental to the Contract and shall not be a separate pay item.

1.51 TRAFFIC CONTROL AND SIGNAGE

The Contractor shall maintain traffic on Reservoir Court, Old Boonesboro Road and KY 627 and shall maintain access to each residence at all times during the period of the Contract.

The Contractor shall be responsible for all signage in accordance with the "Manual On Uniform Traffic Control Devices".

The Contractor shall provide flagmen when in the opinion of the OWNER such flagmen are needed to ensure the normal passage of pedestrian and vehicular traffic, or construction related traffic.

Traffic control and signage shall be incidental to the Contract and shall not be a separate pay item.

1.52 EXISTING UTILITIES

Special precautions shall be taken by the Contractor to avoid damage to existing overhead and underground utilities owned and operated by the OWNER or by other public or private utility companies.

The location of existing underground utilities is *sometimes* shown on the Drawings. When utilities are shown, it is believed that the locations are reasonably correct but neither the Design Engineer nor the OWNER can guarantee the accuracy or adequacy of the information presented. Before proceeding with the Work, the Contractor shall confer with all public or private companies, agencies or departments that own and operate utilities in the vicinity of the Construction Work. The purpose of the conference, or conferences, shall be to notify said companies, agencies or departments of the proposed construction schedule, verify the location of, and possible interference with, the existing utilities that are shown on the Drawings, arrange for necessary suspension of service, and make arrangements to locate and avoid interference with all utilities (including house connections) that are not shown on the Drawings. The OWNER has no objection to the Contractor arranging for the said utility companies, agencies, or departments to locate and uncover their own utilities; however, the Contractor shall bear the entire responsibility and cost for locating and avoiding, or repairing, damage to said existing utilities.

The Contractor shall locate all unknown metallic hazards, namely buried pipe, metals, etc., by using a pipe locator. The pipe locator shall immediately precede the trench ditching and all hazards located shall be marked in such a manner as to notify the machine operator of such hazard.

Where existing utilities or appurtenant structures, either underground or above-ground, are encountered, they shall not be displaced or molested unless necessary, and in such case shall be replaced in as good or better condition than found as quickly as possible. Relocation and/or replacement of all utilities and appurtenant structures to accommodate the construction work shall be at the Contractor's expense, unless such relocation and/or replacement is by statute or agreement the responsibility of the owner of the utility.

1.53 ARBITRATION

- A. Request for Arbitration: Any decision of the Construction Administrator which is subject to arbitration may be submitted to arbitration only upon agreement of both parties to the dispute. The Contractor shall not cause a delay of the Work because of pending arbitration proceedings, except with the written permission of the Construction Administrator, and then only until the arbitrators shall have had an opportunity to determine whether or not the Work shall continue until they decide the matters in dispute.

The request for arbitration shall be delivered in writing to the Construction Administrator and the adverse party, either personally or by registered mail to the last known address of each, within ten (10) consecutive calendar days of the receipt of the Construction Administrator's decision, and in no case after final payment has been accepted except as otherwise expressly stipulated in the Contract Documents. If the Construction Administrator fails to make a decision within a reasonable time, a request for arbitration may be made as if his decision has been rendered against a requesting party.

- B. Arbitrator: No one shall be nominated or act as an arbitrator who is in any way financially interested in this Contract or in the business affairs of the OWNER, or the Contractor, or the Design Engineer or otherwise connected with any of them. Each arbitrator shall be a person in general familiar with the work or the problem involved in the dispute submitted to arbitration, preferably a recognized Engineer, experienced in the type of construction in question.

Unless otherwise provided by controlling statutes, the parties may agree upon one arbitrator; otherwise there shall be three, one named in writing by each party to this Contract, and a third chosen by these two arbitrators, or, if they should fail to select a third within fifteen (15) consecutive calendar days, then he shall be appointed by the presiding officer, if a disinterested party, of the Bar Association nearest to the location of the Work. Should the party requesting arbitration fail to name an arbitrator within ten (10) consecutive calendar days and upon his failure to do so then such arbitrator shall be appointed, on the petition of the party requesting arbitration, by a judge of the Federal Court in the District where such arbitration is to be held.

The said presiding officer shall have the power to declare the position of any arbitrator vacant by reason of refusal or inability to act, sickness, death, resignation, absence or neglect. Any vacancy shall be filled by the party making the original appointment, and unless so filled within five (5) consecutive calendar days after the same has been declared vacant, it shall be filled by the said presiding officer. If testimony has been taken before a vacancy has been filled by the presiding officer, the matter must be reheard unless a rehearing is waived in the submission or by the written consent of the parties. If there be one arbitrator, his decision shall be binding; if three, the decision of any two shall be binding in respect to both the matters submitted and the procedure followed during the arbitration.

- C. Arbitration Procedure: The arbitrators shall deliver a written notice to each of the parties and to the Construction Administrator, either personally or by registered mail to the last known address of each, of the time and place for the beginning of the hearing of the matters submitted to them. Each party may submit to the arbitrators such evidence and argument as he may desire and the arbitrators may consider pertinent. The arbitrators shall, however, be the judge of all matters of law and fact relating to both the subject matter of and the procedure during arbitration and shall not be bound by technical rules of law or procedure. They may hear evidence in whatever form they desire. The parties may be represented before them by such person or persons as each may select, subject to the disciplinary power of the arbitrators if such representative shall not interfere with the orderly or speedy conduct of the proceedings.

Each party and the Construction Administrator shall supply the arbitrators with such papers and information as they may request, or with any witness whose movements are subject to the respective control, and upon refusal to comply with such requests, the arbitrators may render their decision without the evidence which might have been elicited therefrom and the absence of such evidence shall afford no ground for challenge of the award by the party refusing or neglecting to comply with such demand.

The submission to arbitrators (the statement of the matters in dispute between the parties to be passed upon by the arbitrators) shall be in writing duly acknowledged before a notary. Unless waived in writing by both parties to the arbitration, the arbitrators, before hearing testimony, shall be sworn by an officer authorized by law to administer an oath, to faithfully and fairly hear and examine the matters in controversy and to make a just award according to the best of their understanding.

The arbitrators, if they deem the case demands it, are authorized to award to the party whose contention is sustained such sums as they shall consider proper for the time, expense and trouble incident to the arbitration, and if the arbitration was requested without reasonable cause, damages for delay and other losses. The arbitrators shall fix their own compensation, unless otherwise provided by agreement, and shall assess the costs and charges of the arbitration upon either or both parties.

The award of the arbitrators shall be in writing and acknowledged like a deed to be recorded, and a duplicate shall be delivered personally or by registered mail, forthwith upon its rendition, to each of the parties to the controversy and to the Construction Administrator. Judgment may be rendered upon the award by the Federal Court or the highest State Court having jurisdiction to render same.

The award of the arbitrators shall not be open to objection on account of the form of proceedings or the award, unless otherwise provided by controlling statutes. In the event such statutes provide otherwise on any matter covered by this Article than hereinbefore specified, the method procedure throughout and the legal effect of the award shall be wholly in accord with said statutes, it being the intention hereby to lay down a principle of action to be followed, leaving its local application to be adapted to the legal requirements of the jurisdiction having authority over the arbitration.

The Construction Administrator shall not be deemed a party to the dispute. He is given the right to appear before the arbitrators to explain the basis of his decision and give such evidence as they may require.

1.54 ALTERATION IN DRAWINGS AND SPECIFICATIONS

The OWNER reserves the right to make such alteration in the Drawings and Specifications or in the character of the Work as may be considered by the Construction Administrator necessary or desirable from time to time to complete the Project in an acceptable manner; provided that, if alterations are made, the general character of the Work as a whole is not changed thereby.

Such alterations shall not be considered as a waiver of any condition of the Contract nor to invalidate any of the provisions nor to release the bond thereof.

1.55 CHANGES IN THE WORK

The OWNER may make changes in the work of the Contractor by making alterations therein, or by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such changes shall be in the form of a Change Order issued by the Construction Administrator, and executed by the OWNER and Contractor, under the conditions of the original Contract.

Except in an emergency endangering life or property, no change shall be made by the Contractor unless in pursuance of a written Change Order. No claim for an adjustment of the Contract price or time shall be valid unless so ordered.

The Construction Administrator, also, may at any time, by issuing a field order, make changes in the details of the Work. The Contractor shall proceed with the

performance of any changes in the Work so ordered by the Construction Administrator unless the Contractor believes that such field order entitles him to a change in Contract price or time, or both, in which event he shall give the Construction Administrator written notice thereof within fifteen (15) consecutive calendar days after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the OWNER.

Should the Contractor encounter or discover during the progress of the Work subsurface or latent conditions at the site materially differing from those shown on the Drawings or indicated in the Specifications, the attention of the Construction Administrator shall immediately be called to such conditions before they are disturbed. If the Construction Administrator finds that they so materially differ, he will at once make such changes in the Drawings or Specifications as he may find necessary. Any adjustment in the Contract price or time as may be justifiable shall be made by means of a written change order as provided herein.

1.56 CLAIMS FOR EXTRA WORK

If the Contractor claims that any instructions by Drawings or otherwise involve extra cost, he shall give the Construction Administrator written notice of said claim within ten (10) consecutive calendar days after the receipt of such instructions, and in any event before proceeding to execute the Work, stating clearly and in detail the basis of his claim or claims. No such claim shall be valid unless so made.

Claims for additional compensation for extra work, due to alleged errors in spot elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work than would reasonably be estimated from the Drawings and topographical maps issued.

Any discrepancies which may be discovered between actual conditions and those represented by the topographical maps and Drawings shall at once be reported to the Construction Administrator, and Work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the Construction Administrator.

If, on the basis of the available evidence, the Construction Administrator determines that an adjustment of the Contract price or time is justifiable, the procedure shall then be as provided herein for "Changes in the Work".

By execution of this Contract, the Contractor warrants that he has visited the site of the proposed work and fully acquainted himself with the conditions there existing relating to construction and labor, and that he fully understands the facilities, difficulties, and restrictions attending the execution of the work under this Contract.

The Contractor further warrants that he has thoroughly examined and is familiar with the Drawings, Specifications and all other documents comprising the Contract. The Contractor further warrants that by execution of this Contract his failure when he was bidding on this Contract to receive or examine any form, instrument or document, or to visit the site and acquaint himself with conditions there existing, in no way relieves him from any obligation under the Contract, and the Contractor agrees that the OWNER shall be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

1.57 DETERMINATION OF THE VALUE OF EXTRA (ADDITIONAL) OR OMITTED WORK

The value of extra (additional) or omitted work shall be determined in one or more of the following ways:

- A. On the basis of the actual cost of all the items of labor (including on-the-job supervision), materials, and use of equipment, plus fifteen percent (15%) which shall cover the Contractor's general supervision, overhead and profit. In case of subcontracts, the fifteen percent (15%) is interpreted to mean the subcontractor's supervision, overhead and profit, and an additional five percent (5%) may then be added to such costs to cover the Contractor's supervision, overhead and profit. The cost of labor shall include required insurance, taxes and fringe benefits. Equipment costs shall be based on current rental rates in the areas where the work is being performed but, in no case shall such costs be greater than the current rates published by the Associated Equipment Distributors, Chicago, IL.
- B. By estimate and acceptance in a lump sum.
- C. By unit prices named in the Contract or subsequently agreed upon. Provided, however, that the cost or estimated cost of all extra (additional) work shall be determined in advance of authorization by the Construction Administrator and approved by the OWNER.

All extra (additional) work shall be executed under the conditions of the original Contract. Any claim for extension of time shall be adjusted according to the proportionate increase or decrease in the final total cost of the work unless negotiated on another basis.

Except for over-runs in Contract unit price items, no extra (additional) work shall be done except upon a written change order from the Construction Administrator, and no claim on the part of the Contractor for pay for extra (additional) work shall be recognized unless so ordered in writing by the Construction Administrator.

Change orders to the construction contract must be negotiated with DOW/KIA Procurement Guide for Construction and Equipment Contracts.

1.58 SEPARATE CONTRACTS

The OWNER reserves the right to let other contracts in connection with this Work. The Contractor shall afford other contractors reasonable opportunity for ingress, egress, storage of their materials, the execution of their work, and shall properly connect and coordinate his work with theirs. The respective rights of various interests involved shall be established by the Construction Administrator to secure proper completion of the various portions of the Work.

If the proper execution or results of any part of the Contractor's Work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Construction Administrator any defects in such work that render it unsuitable for such proper execution and results.

1.59 OWNER'S RIGHT TO DO WORK

If the Contractor should neglect or fail to prosecute the Work properly or fail or refuse to perform any provision of the Contract, the OWNER, after ten (10) consecutive calendar days written notice to the Contractor, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from any monies due or which may thereafter become due to the Contractor.

1.60 SUSPENSION OF WORK

The OWNER shall have authority to suspend the Work in whole or in part by giving five (5) consecutive calendar days notice to the Contractor in writing. The written notice shall fix the date on which the Work shall be resumed, and the Contractor shall resume the Work on the date so fixed. The OWNER shall reimburse the Contractor for expenses incurred by him in connection with the Work under this Contract as a result of suspension if the suspension of the Work is caused through no fault of the Contractor himself.

1.61 RIGHT OF OWNER TO TERMINATE CONTRACT

If the Contractor fails to begin the Work under the Contract within the specified time, or fails to perform the Work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of said Work within the specified time, or shall, in the opinion of the Construction Administrator, perform the Work improperly, or shall neglect or refuse to remove materials or perform anew such Work as shall be rejected as defective or unsuitable or shall be stopped by court order resulting from injunctive action, or shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of five (5) consecutive calendar days, or shall fail or refuse to remove within forty-eight (48) hours after receipt of proper notice, any employee or person engaged in work under the Contract, or shall make an assignment for the benefit of creditors or from any other cause whatsoever shall not carry out the Work in

an acceptable manner, the OWNER shall give notice in writing to the Contractor and his surety, of such delay, neglect, or default, specifying the same, and if the Contractor within a period of ten (10) consecutive calendar days after such notice shall not proceed in accordance therewith, then the OWNER shall, upon written certificate from the Construction Administrator of the face of such delay, neglect or default, and the Contractor's failure to comply with such notice, have full power and authority without violating the Contract to terminate the Contractor's right to proceed with the Work, to take over the prosecution of the work of said Contractor, to appropriate or use any and all materials and equipment on the ground as may be suitable and acceptable, and may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, and use such other methods as in the OWNER'S opinion shall be required for the completion of said Contract in an acceptable manner. All costs and charges incurred by the OWNER, together with the costs of completing the work under Contract, shall be deducted from any monies due or which may become due said Contractor. In case the expense so incurred by the OWNER shall be less than the sum which would have been payable under the Contract, if it had been completed by said Contractor, then the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor and/or his surety shall be liable and shall pay to the OWNER the amount of said excess.

After ten (10) consecutive calendar days from delivery of a Written Notice to the Contractor, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.

1.62 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the Work shall be stopped under an order of any court, or other public authority, for a period of three (3) months, through no fault of the Contractor or of anyone employed by him, or if the Construction Administrator should fail to issue any estimate of payment within thirty (30) consecutive calendar days after it is due, or if the OWNER shall fail to pay the Contractor within thirty (30) consecutive calendar days of its maturity and presentation of any sum certified by the Construction Administrator or award by arbitrators, then the Contractor may, upon fifteen (15) consecutive calendar days written notice to the OWNER and the Construction Administrator, terminate this Contract and recover from the OWNER payment for all work executed, plus loss sustained upon any plant or materials, plus reasonable profit and damages.

In addition and in lieu of terminating the Contract, if the Engineer has failed to issue any estimate of payment as aforesaid, the Contractor may upon ten (10) consecutive calendar days notice to the OWNER and the Construction Administrator stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract price or extending the Contract time or both to compensate for the costs and delays

attributable to the stoppage of the Work.

1.63 USING COMPLETED PORTION OF WORK

The OWNER shall have the right to take possession of and use any completed portion or portions of the Work even though the time of completing the entire work or such portions may not have expired. The possession and use by the OWNER shall not be deemed an acceptance of any work not completed in accordance with the Contract. If such prior use increases the cost of or delays the Work, the Contractor shall be entitled to such extra compensation, or extension of time, or both as the Construction Administrator may determine. The use by the OWNER of any portion of the Work shall release the Contractor from his Builders Risk Insurance covering such portion used.

1.64 ACCEPTANCE AND FINAL PAYMENT

Upon written notice from the Contractor that the work is ready for final inspection, the Construction Administrator will make such a review and subsequent reviews as required. When, in the Construction Administrator's opinion, the Work is acceptable under the Contract, he will promptly issue a Letter of Acceptance.

Upon acceptance of the Work by the OWNER, the balance due the Contractor including the percentage retained during the construction period, will then be paid in approximately sixty (60) consecutive calendar days, and said final payment shall evidence the OWNER'S acceptance of the Work unless the OWNER has made acceptance or partial acceptance thereof in writing prior to said final payment.

Before the OWNER makes final payment, the Contractor shall submit to the OWNER a final release, as described hereinafter, stating that all payrolls, material bills, subcontractors, and other indebtedness connected with the Work have been paid and providing for handling claims that may be outstanding or that may arise after the settlement.

Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance, Payment, or Maintenance Bond.

1.65 CONTRACTOR'S FINAL RELEASE

Before the OWNER pays the Contractor his final payment on the Work, the Contractor will be required to sign a "Sworn Statement For Final Payment" as set out hereinbefore. This "Sworn Statement For Final Payment," section 01300, Submittals, shall be notarized and shall state that all claims against the OWNER on the Contractor's part have been met in full; it shall further state that all accounts for labor performed, materials furnished, liens, judgments and claims of every nature against the Contractor have been satisfied by him. It shall further state that any obligation or

lawsuit whatsoever arising from the Contractor's operations on the Project which may be presented or filed after the settlement shall be borne by the Contractor. In case the Contractor is unable to settle any claim that may be in dispute or litigation, the OWNER may allow him to furnish a proper bond to indemnify the OWNER against the claim and then release the final payment to him.

It is understood that the Contractor is to guarantee to the OWNER all construction against defective materials, equipment and workmanship for a period of 1-year after acceptance by the WMUC, and shall take immediate steps to correct or replace such defective materials, equipment or workmanship without cost to the OWNER.

1.66 FINAL CLEAN UP

The Work will not be considered as completed, and final payment will not be made, until all final clean up has been done by the Contractor in a manner satisfactory to the Construction Administrator.

END OF SECTION 00700

SECTION 00800

SUPPLEMENTAL GENERAL CONDITIONS

FOR

CLEAN WATER STATE REVOLVING FUND

DRINKING WATER STATE REVOLVING FUND

EPA SPECIAL APPROPRIATION GRANTS
(Drinking Water and Wastewater)

**Project Name: Contract No. 61 – Lower Howards Creek Sanitary Sewer
Improvements Project – Old Boonesboro Road Outfall Sewer**

WRIS Project Number: SX21049023

The attached instructions and regulations as listed below shall be incorporated into the Specifications and comprise Special Conditions.

	<u>Attachment No.</u>
SRF/EPA Special Provisions	1
Requirements for Sub-agreements Awarded by Prime Contractors	2
40 CFR 31.36 (Procurement)-grants only	3A
KRS Chapter 45A-Kentucky Model Procurement Code-loans only	3B
Equal Employment Opportunity (EEO) Documents:	
Notice of Requirement for Affirmative Action	4
Contract Specifications (Executive Order 11246)	5
EEO Goals for Region 4 Economic Areas	6
Special Notice #1 - Check List of EEO Documentation	7
Employer Information Report EEO-1 (SF 100)	8
Labor Standards Provisions for Federally Assisted Construction, EPA Form 5720-4	9
Certifications	
Debarment, Suspension and Other Responsibility Matters	10
Anti-lobbying	11
Region 4 Disadvantaged Business Enterprise (DBE)	12
Negotiated Rates as of October 1, 2006	13
Bonds and Insurance	14
Outlay Management Schedule	15
Storm Water General Permit	16
Wage Rates	17

These special conditions shall supersede any conflicting provisions of this contract.

EPA SPECIAL PROVISIONS

- a) The construction of the project shall conform to the applicable requirements for state, territorial and local laws and ordinances to the extent that such requirements do not conflict with Federal laws.
- b) The EPA shall have access to the site and the project.
- c) Any contract(s) awarded under this invitation for Bids are expected to be funded in part by a grant from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees are or will be a part to this Invitation for Bids or any resulting contract.
- d) The Method of Award is to the lowest responsible responsive bidder.
- e) A statement that the bidder must make positive efforts to use small and minority owned business and women business enterprises.

SRF SPECIAL PROVISIONS

- (a) Line crossings of all roads and streets shall be done in accordance with the Kentucky Transportation Cabinet requirements as may be set forth in the Special Conditions.
- (b) Construction is to be carried out so as to prevent by-passing of flows during construction unless a schedule has been approved by the State or EPA, whichever is applicable.
- (c) Siltation and soil erosion must be minimized during construction. All construction projects with surface disturbance of more than 1 acre during the period of construction must have a KPDES Storm Water General Permit. To apply, the contractor must submit the "Notice of Intent" form at least 7 days prior to start of construction. See Attachment 16 for the "Notice of Intent" form.
- (d) Restore disturbed areas to original or better condition.
- (e) Use of Chemicals: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either DOW or EPA. Use of all such chemicals and disposal of residues shall be in conformance with instructions on the manufacturer's label.
- (f) The construction of the project, including the letting of contracts in connection therewith, shall conform to the applicable requirements of state, territorial, and local laws and ordinances to the extent that such requirements do not conflict with Federal laws and this subchapter.
- (g) The owner shall provide and maintain competent and adequate supervision and inspection.
- (h) The Kentucky Infrastructure Authority and Kentucky Division of Water shall have access to the site and the project work at all times.
- (i) In the event Archaeological materials (arrowheads, stone tools, stone axes, prehistoric and historic pottery, bottles, foundations, Civil War artifacts, and other types of artifacts) are uncovered during the construction of this project, work is to immediately cease at the location and the Kentucky Heritage Council shall be contacted. The telephone number is (502) 564-7005. Construction shall commence at this location until a written release is received from the Kentucky Heritage Council. Failure to report a find could result in legal action.

GRANT REQUIREMENTS FOR SUB-AGREEMENTS
AWARDED BY A PRIME CONTRACTOR

A contractor must comply with the following provisions in its award of sub-agreements. (This section does not apply to a supplier's procurement of materials to produce equipment, materials and catalog, off-the-shelf, or manufactured items.)

- (a) 40 CFR Part 32 (Debarment and Suspension Under EPA Assistance Programs);
- (b) The limitations and sub-agreement award in 40 CFR 31.35, and 31.36(i) (3,4,6,10,12) ;
- (c) The requirement for small, small rural, minority, women's and labor surplus area business in 40 CFR 31.36(e);
- (d) The specifications requirements of 40 CFR 31.36(c) (1);
- (e) The Federal cost principles in 40 CFR 31.22 and 31.36(f)(3);
- (f) The prohibited types of sub-agreements in 40 CFR 31.36(f)(4);
- (g) 40 CFR Part 34 (Anti-Lobbying under EPA Assistance Programs).

**TITLE 40--PROTECTION OF ENVIRONMENT
CHAPTER I--ENVIRONMENTAL PROTECTION AGENCY**

**PART 31--UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND
COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS**

Subpart C--Post-Award Requirements

Sec. 31.36 Procurement.

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and sub-grantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards. (1) Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable federal law, the standards identified in this section, and if applicable, Sec. 31.38.

(2) Grantees and sub-grantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and sub-grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub-grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantee and sub-grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub-grantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and sub-grantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and sub-grantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and sub-grantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and sub-grantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and sub-grantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and sub-grantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and sub-grantees will use time and material type contracts only--

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and sub-grantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or sub-grantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or sub-grantee unless the matter is primarily a

Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and sub-grantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and sub-grantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or sub-grantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or sub-grantee.

(c) Competition. (1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of Sec. 31.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and sub-grantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features, which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used

as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerers shall be clearly stated; and

(ii) Identify all requirements which the offerers must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and sub-grantees will ensure that all pre-qualified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and sub-grantees will not preclude potential bidders from qualifying during the solicitation period.

(5) Construction grants awarded under Title II of the Clean Water Act are subject to the following "Buy American" requirements in paragraphs (c)(5) (i)-(iii) of this section. Section 215 of the Clean Water Act requires that contractors give preference to the use of domestic material in the construction of EPA-funded treatment works.

(i) Contractors must use domestic construction materials in preference to nondomestic material if it is priced no more than 6 percent higher than the bid or offered price of the nondomestic material, including all costs of delivery to the construction site and any applicable duty, whether or not assessed. The grantee will normally base the computations on prices and costs in effect on the date of opening bids or proposals.

(ii) The award official may waive the Buy American provision based on factors the award official considers relevant, including:

(A) Such use is not in the public interest;

(B) The cost is unreasonable;

(C) The Agency's available resources are not sufficient to implement the provision, subject to the Deputy Administrator's concurrence;

(D) The articles, materials or supplies of the class or kind to be used or the articles, materials or supplies from which they are manufactured are not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities or satisfactory quality for the particular project; or

(E) Application of this provision is contrary to multilateral government procurement agreements, subject to the Deputy Administrator's concurrence.

(iii) All bidding documents, sub-agreements, and, if appropriate, requests for proposals must contain the following "Buy American" provision: In accordance with section 215 of the Clean Water Act (33 U.S.C. 1251 et seq.) and implementing EPA regulations, the contractor agrees that preference will be given to domestic construction materials by the contractor, subcontractors, materialmen and suppliers in the performance of this sub-agreement.

(d) Methods of procurement to be followed--(1) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other properties that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in 31.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life

cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and sub-grantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and sub-grantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and sub-grantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The grantee and sub-grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract cost and price.

(1) Grantees and sub-grantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent

estimates before receiving bids or proposals. A cost analysis must be performed when the offerer is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and sub-grantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed.

To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see Sec. 31.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) Awarding agency review.

(1) Grantees and sub-grantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or sub-grantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and sub-grantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or sub-grantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or sub-grantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or sub-grantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or sub-grantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or sub-grantee that it is complying with these standards. A grantee or sub-grantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub-grantee provided the awarding agency has made a determination that

the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A minimum bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions. A grantee's and sub-grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

(Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and sub-grants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).

(Construction contracts awarded by grantees and sub-grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C.

1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

(j) Payment to consultants.

(1) EPA will limit its participation in the salary rate (excluding overhead) paid to individual consultants retained by grantees or by a grantee's contractors or subcontractors to the maximum daily rate for a GS-18. (Grantees may, however, pay consultants more than this amount). This limitation applies to

consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; grantees will pay these in accordance with their normal travel reimbursement practices. (Pub. L. 99-591).

(2) Sub-agreements with firms for services which are awarded using the procurement requirements in this part are not affected by this limitation.

(k) Use of the same architect or engineer during construction.

(1) If the grantee is satisfied with the qualifications and performance of the architect or engineer who provided any or all of the facilities planning or design services for a waste-water treatment works project and wishes to retain that firm or individual during construction of the project, it may do so without further public notice and evaluation of qualifications, provided:

(i) The grantee received a facilities planning (Step 1) or design grant (Step 2), and selected the architect or engineer in accordance with EPA's procurement regulations in effect when EPA awarded the grant; or

(ii) The award official approves noncompetitive procurement under Sec. 31.36(d)(4) for reasons other than simply using the same individual or firm that provided facilities planning or design services for the project; or

(iii) The grantee attests that:

(A) The initial request for proposals clearly stated the possibility that the firm or individual selected could be awarded a sub-agreement for services during construction; and

(B) The firm or individual was selected for facilities planning or design services in accordance with procedures specified in this section.

(C) No employee, officer or agent of the grantee, any member of their immediate families, or their partners have financial or other interest in the firm selected for award; and

(D) None of the grantee's officers, employees or agents solicited or accepted gratuities, favors or anything of monetary value from contractors or other parties to sub-agreements.

(2) However, if the grantee uses the procedures in paragraph (k)(1) of this section to retain an architect or engineer, any Step 3 sub-agreements between the architect or engineer and the grantee must meet all of the other procurement provisions in Sec. 31.36.

[53 FR 8068 and 8087, Mar. 11, 1988, and amended at 53 FR 8075, Mar. 11, 1988; 60 FR 19639, 19644, Apr. 19, 1995; 66 FR 3794, Jan. 16, 2001]

KRS Chapter 45A
Kentucky Model Procurement Code

45A.075 Methods of awarding state contracts.

Except as otherwise authorized by law, all state contracts shall be awarded by:

- (1) Competitive sealed bidding, pursuant to KRS 45A.080; or
- (2) Competitive negotiation, pursuant to KRS 45A.085 and 45A.090 or 45A.180; or
- (3) Noncompetitive negotiation, pursuant to KRS 45A.095; or
- (4) Small purchase procedures, pursuant to KRS 45A.100.

Effective: June 24, 2003

History: Amended 2003 Ky. Acts ch. 98, sec. 4, effective June 24, 2003. -- Created 1978 Ky. Acts ch. 110, sec. 16, effective January 1, 1979.

45A.080 Competitive sealed bidding.

(1) Contracts exceeding the amount provided by KRS 45A.100 shall be awarded by competitive sealed bidding unless it is determined in writing that this method is not practicable. Factors to be considered in determining whether competitive sealed bidding is not practicable shall include:

- (a) Whether specifications can be prepared that permit award on the basis of best value; and
- (b) The available sources, the time and place of performance, and other relevant circumstances as are appropriate for the use of competitive sealed bidding.

(2) The invitation for bids shall state that awards shall be made on the basis of best value. In any contract which is awarded under an invitation to bid which requires delivery by a specified date and imposes a penalty for late delivery, if the delivery is late, the contractor shall be given the opportunity to present evidence that the cause of the delay was beyond his control. If it is the opinion of the purchasing officer that there is sufficient justification for delayed delivery, the purchasing officer may adjust or waive any penalty that is provided for in the contract.

(3) Adequate public notice of the invitation for bids shall be given a sufficient time prior to the date set forth for the opening of bids. The notice may include posting on the Internet or publication in a newspaper or newspapers of general circulation in the state as determined by the secretary of the Finance and Administration Cabinet not less than seven (7) days before the date set for the opening of the bids. The provisions of this subsection shall also apply to price contracts and purchase contracts of state institutions of higher education.

(4) Bids shall be opened publicly at the time and place designated in the invitation for bids. At the time the bids are opened, the purchasing agency shall announce the agency's engineer's estimate, if applicable, and make it a part of the agency records pertaining to the letting of any contract for which bids were received. Each bid, together with the name of the bidder and the agency's engineer's estimate, shall be recorded and be open to public inspection. Electronic bid opening and posting of the required information for public viewing shall satisfy the requirements of this subsection.

(5) The contract shall be awarded by written notice to the responsive and responsible bidder whose bid offers the best value.

(6) Correction or withdrawal of bids shall be allowed only to the extent permitted by regulations issued by the secretary.

Effective: July 14, 2000

History: Amended 2000 Ky. Acts ch. 509, sec. 1, effective July 14, 2000. -- Amended 1998 Ky. Acts ch. 120, sec. 10, effective July 15, 1998. -- Amended 1997 (1st Extra. Sess.) Ky. Acts ch. 4, sec. 27, effective May 30, 1997. -- Amended 1996 Ky. Acts ch. 60, sec. 2, effective July 15, 1996. -- Amended 1994 Ky. Acts ch. 278, sec. 1, effective July 15, 1994. -- Amended 1982 Ky. Acts ch. 282, sec. 1, effective July 15, 1982. -- Amended 1979 (1st Extra. Sess.) Ky. Acts ch. 9, sec. 1, effective February 10, 1979. -- Created 1978 Ky. Acts ch. 110, sec. 17, effective January 1, 1979.

45A.085 Competitive negotiation.

(1) When, under administrative regulations promulgated by the secretary or under KRS 45A.180, the purchasing officer determines in writing that the use of competitive sealed bidding is not practicable, and except as provided in KRS 45A.095 and 45A.100, a contract may be awarded by competitive negotiation.

(2) Adequate public notice of the request for proposals shall be given in the same manner and circumstances as provided in KRS 45A.080(3).

(3) Contracts other than contracts for projects utilizing an alternative project delivery method under KRS 45A.180 may be competitively negotiated when it is determined in writing by the purchasing officer that the bids received by competitive sealed bidding either are unreasonable as to all or part of the requirements, or were not independently reached in open competition, and for which each competitive bidder has been notified of the intention to negotiate and is given reasonable opportunity to negotiate.

(4) Contracts for projects utilizing an alternative project delivery method shall be processed in accordance with KRS 45A.180.

(5) The request for proposals shall indicate the relative importance of price and other evaluation factors.

(6) Award shall be made to the responsible offerer whose proposal is determined in writing to be the most advantageous to the Commonwealth, taking into consideration price and the evaluation factors set forth in the request for proposals.

(7) Written or oral discussions shall be conducted with all responsible offerers who submit proposals determined in writing to be reasonably susceptible of being selected for award. Discussions shall not disclose any information derived from proposals submitted by competing offerers. Discussions need not be conducted:

(a) With respect to prices, where the prices are fixed by law or administrative regulation, except that consideration shall be given to competitive terms and conditions;

(b) Where time of delivery or performance will not permit discussions; or

(c) Where it can be clearly demonstrated and documented from the existence of adequate competition or prior experience with the particular supply, service, or construction item, that acceptance of an initial offer without discussion would result in fair and reasonable best value procurement, and the request for proposals notifies all offerers of the possibility that award may be made on the basis of the initial offers.

Effective: June 24, 2003

History: Amended 2003 Ky. Acts ch. 98, sec. 5, effective June 24, 2003. -- Amended 1997 (1st Extra. Sess.) Ky. Acts ch. 4, sec. 28, effective May 30, 1997. -- Amended 1979 (1st Extra. Sess.) Ky. Acts ch. 9, sec. 2, effective February 10, 1979. -- Created 1978 Ky. Acts ch. 110, sec. 18, effective January 1, 1979.

45A.090 Negotiation after competitive sealed bidding when all bids exceed available funds.

(1) In the event that all bids submitted pursuant to competitive sealed bidding under KRS 45A.080 result in bid prices in excess of the funds available for the purchase, and the chief purchasing officer determines in writing:

(a) That there are no additional funds available from any source so as to permit an award to the responsive and responsible bidder whose bid offers the best value; and

(b) The best interest of the state will not permit the delay attendant to a resolicitation under revised specifications, or for revised quantities, under competitive sealed bidding as provided in KRS 45A.080, then a negotiated award may be made as set forth in subsections (2) or (3) of this section.

(2) Where there is more than one (1) bidder, competitive negotiations pursuant to KRS 45A.085(3) shall be conducted with the three (3) (two (2) if there are only two (2)) bidders determined in writing to be the most responsive and responsible bidders, based on criteria contained in the bid invitation. Such competitive negotiations shall be conducted under the following restrictions:

(a) If discussions pertaining to the revision of the specifications or quantities are held with any potential offerer, all other potential offerers shall be afforded an opportunity to take part in such discussions; and

(b) A request for proposals, based upon revised specifications or quantities, shall be issued as promptly as possible, shall provide for an expeditious response to the revised requirements, and shall be awarded upon the basis of best value.

(3) Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder, a noncompetitive negotiated award may be made with such bidder in accordance with KRS 45A.095.

Effective: June 24, 2003

History: Amended 2003 Ky. Acts ch. 98, sec. 6, effective June 24, 2003. – Amended 1997 (1st Extra. Sess.) Ky. Acts ch. 4, sec. 29, effective May 30, 1997. – Created 1978 Ky. Acts ch. 110, sec. 19, effective January 1, 1979.

45A.095 Noncompetitive negotiation.

(1) A contract may be made by noncompetitive negotiation only for sole source purchases, or when competition is not feasible, as determined by the purchasing officer in writing prior to award, under administrative regulations promulgated by the secretary of the Finance and Administration Cabinet or the governing boards of universities operating under KRS Chapter 164A, or when emergency conditions exist. Sole source is a situation in which there is only one (1) known capable supplier of a commodity or service, occasioned by the unique nature of the requirement, the supplier, or market conditions. Insofar as it is practical, no less than three (3) suppliers shall be solicited to submit written or oral quotations whenever it is determined that competitive sealed bidding is not feasible. Award shall be made to the supplier offering the best value. The names of the suppliers submitting quotations and the date and amount of each quotation shall be placed in the procurement file and maintained as a public record. Competitive bids may not be required:

(a) For contractual services where no competition exists, such as telephone service, electrical energy, and other public utility services;

(b) Where rates are fixed by law or ordinance;

(c) For library books;

(d) For commercial items that are purchased for resale;

(e) For interests in real property;

(f) For visiting speakers, professors, expert witnesses, and performing artists;

(g) For personal service contracts executed pursuant to KRS 45A.690 to 45A.725; and

(h) For agricultural products in accordance with KRS 45A.645.

(2) The chief procurement officer, the head of a using agency, or a person authorized in writing as the designee of either officer may make or authorize others to make emergency procurements when an emergency condition exists.

(3) An emergency condition is a situation which creates a threat or impending threat to public health, welfare, or safety such as may arise by reason of fires, floods, tornadoes, other natural or man-caused disasters, epidemics, riots, enemy attack, sabotage, explosion, power failure, energy shortages, transportation emergencies, equipment failures, state or federal legislative mandates, or similar events. The existence of the emergency condition creates an immediate and serious need for services, construction, or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten the functioning of government, the preservation or protection of property, or the health or safety of any person.

(4) The Finance and Administration Cabinet may negotiate directly for the purchase of contractual services, supplies, materials, or equipment in bona fide emergencies regardless of estimated costs. The existence of the emergency shall be fully explained, in writing, by the head of the agency for which the purchase is to be made. The explanation shall be approved by the

secretary of the Finance and Administration Cabinet and shall include the name of the vendor receiving the contract along with any other price quotations and a written determination for selection of the vendor receiving the contract. This information shall be filed with the record of all such purchases and made available to the public. Where practical, standard specifications shall be followed in making emergency purchases. In any event, every effort should be made to effect a competitively established price for purchases made by the state.

Effective: July 15, 2002

History: Amended 2002 Ky. Acts ch. 344, sec. 9, effective July 15, 2002. -- Amended 1997 (1st Extra. Sess.) Ky. Acts ch. 4, sec. 30, effective May 30, 1997. -- Amended 1990 Ky. Acts ch. 496, sec. 4, effective July 13, 1990. -- Created 1978 Ky. Acts ch. 110, sec. 20, effective January 1, 1979.

45A.100 Small purchases.

(1) Procurements may be made in accordance with small purchase administrative regulations promulgated by the secretary of the Finance and Administration Cabinet, pursuant to KRS Chapter 13A, as follows:

(a) Up to ten thousand dollars (\$10,000) per project for construction and one thousand dollars (\$1,000) for purchases by any state governmental body, except for those state administrative bodies specified in paragraph (b) of this subsection; and

(b) Up to forty thousand dollars (\$40,000) per project for construction or purchases by the Finance and Administration Cabinet, state institutions of higher education, and the legislative branch of government.

(2) Procurement requirements shall not be artificially divided so as to constitute a small purchase under this section. At least every two (2) years, the secretary shall review the prevailing costs of labor and materials and may make recommendations to the next regular session of the General Assembly for the revision of the then current maximum small purchase amount as justified by intervening changes in the cost of labor and materials.

(3) The secretary of the Finance and Administration Cabinet may grant to any state agency with a justifiable need a delegation of small purchasing authority, which exceeds the agency's small purchase limit, provided in subsection (1) of this section.

Delegations of small purchasing authority shall be granted or revoked by the secretary of the Finance and Administration Cabinet, in accordance with administrative regulations promulgated by the cabinet pursuant to KRS Chapter 13A. These administrative regulations shall establish, at a minimum, the criteria for granting and revoking delegations of small purchasing authority, including the requesting agency's past compliance with purchasing regulations, the level of training of the agency's purchasing staff, and the extent to which the agency utilizes the Kentucky Automated Purchasing System. The administrative regulations may permit the secretary of the Finance and Administration Cabinet to delegate small purchase procurements up to the maximum amount specified in subsection (1)(b) of this section.

Effective: July 15, 2002

History: Amended 2002 Ky. Acts ch. 320, sec. 2, effective July 15, 2002. -- Amended 2000 Ky. Acts ch. 225, sec. 1, effective July 14, 2000. -- Amended 1996 Ky. Acts ch. 60, sec. 1, effective July 15, 1996. -- Amended 1994 Ky. Acts ch. 323, sec. 1, effective July 15, 1994. -- Amended 1990 Ky. Acts ch. 496, sec. 5, effective July 13, 1990. -- Amended 1986 Ky. Acts ch. 384, sec. 1, effective July 15, 1986. -- Amended 1984 Ky. Acts ch. 384, sec. 1, effective July 13, 1984. -- Amended 1982 Ky. Acts ch. 282, sec. 2, effective July 15, 1982. -- Amended 1980 Ky. Acts ch. 242, sec. 1, effective July 15, 1980; and ch. 250, sec. 19, effective April 9, 1980. -- Created 1978 Ky. Acts ch. 110, sec. 21, effective January 1, 1979.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

The following excerpts are from 45 FR 65984 (October 3, 1980):

The minority and female goals apply to Federal and federally assisted construction contractors and subcontractors which have covered contracts. The goals are expressed as a percentage of the total hours worked by such a covered or subcontractor's entire onsite construction workforce, which is working on any construction site within a relevant area. The goal applies to each construction craft and trade in the contractor's entire workforce in the relevant area including those employees working on private non-federally involved projects.

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographic area. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, federally assisted or non-federally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply as follows:

Goals for female participation in each trade.....6.9%
Goals for minority participation in each trade.....Insert goals for each year
(see Attachment Number 6)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

The following excerpts are from 45 FR 65977 (October 3, 1980):

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the covered area is (insert description of the geographical areas where the contract is to be performed giving the state, country, and city, if any).

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

EEO Specifications

Following is the standard language, which must be incorporated into all solicitations for offers and bids on all Federal and Federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in designated geographical areas:

1. As used in these specifications:

- (a) Covered Area means the geographical area described in the solicitation from which this contract resulted.
- (b) Director means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
- (c) Employer identification number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- (d) Minority includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take a good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7-a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative actions steps at least as extensively as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligation.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7-b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company

newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, lay-off, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative actions obligations (7 a through p). The efforts of a contractor association, joint contractor-union, contractor-community, of other similar group of which the contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7 a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce

participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example: even though the Contractor has achieved its goal for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables for affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

EEO Goals for Economic Areas in Region 4

Source: Appendix B-80 in 45 FR 65984 (October 3, 1980)

Alabama:

047 Mobile, AL	
SMSA Counties:	
5160 Mobile, AL	26.9
AL Baldwin; AL Mobile.	
6026 Pascagoula - Moss, Point MS	16.9
MS Jackson.	
Non-SMSA Counties	26.4
AL Choctaw; AL Clarke; AL Conecuh; AL Escambia; AL Monroe; AL Washington; AL Wilcox;	
MS George; MS Greene.	
048 Montgomery, AL:	
SMSA Counties	
5240 Montgomery, AL	29.9
AL Autauga; AL Elmore; AL Montgomery.	
Non-SMSA Counties	29.9
AL Barbour; AL Bullock; AL Butler; AL Coffee; AL Coosa; AL Covington;	
AL Crenshaw; AL Dale; AL Dallas; AL Geneva; AL Henry; AL Houston.;	
AL Lowndes; AL Macon; AL Perry; AL Pike; AL Tallapoosa.	
049 Birmingham, AL:	
SMSA Counties:	
0450 Anniston, AL	14.3
AL Calhoun	
1000 Birmingham, AL	24.9
AL Jefferson; AL St- Clair; AL Shelby; AL Walker; AL Etowah	
8600 Tuscaloosa, AL	20.6
AL Tuscaloosa.	
Non-SMSA Counties	20.7
AL Bibb; AL Blount AL Cherokee; AL Chilton; AL Clay; AL Cleburne; AL Cullman;	
AL Fayette; AL Greene; AL Hale; AL Lamar; AL Marion; AL Pickens; AL Randolph;	
AL Sumter; AL Talladega; AL Winston.	
050 Huntsville - Florence, AL:	
SMSA Counties:	
2650 Florence, AL	11.9
AL Colbert; AL Lauderdale.	
3440 Huntsville, AL	12.0
AL Limestone; AL Madison; AL Marshall.	
Non-SMSA Counties	11.2
AL Franklin; AL Lawrence AL Morgan; TN Lincoln.	

Georgia:

035 Augusta, GA:	
SMSA Counties:	
0600 Augusta, GA - SC	27.2
GA Columbia; GA Richmond; SC Aiken	
Non-SMSA Counties	32.8
GA Burke; GA Emanuel; GA Glascock; GA Jefferson; GA Jenkins; GA Lincoln; GA	
McDuffie; GA Taliaferro; GA Warren; GA Wilkes; SC Allendale, SC Bamberg;	
SC Barnwell; SC Edgefield; SC McCormick	
036 Atlanta, GA	
SMSA Counties	
0520 Atlanta	21.2
GA Butts; GA Cherokee; GA Clayton; GA Cobb; GA Dekalb; GA Douglas; GA Fayette;	
GA Forsyth; GA Fulton; GA Gwinnett; GA Henry, GA Newton; GA Paulding; GA Rockdale;	
GA Walton	

Non-SMSA Counties	19.5
GA Banks; GA Barrow; GA Bartow; GA Carroll; GA Clarke; GA Coweta; GA Dawson; GA Elbert; GA Fannin; GA Floyd; GA Franklin; GA Gilmer; GA Gordon; GA Greene; GA Habersham; GA Hall; GA Haralson; GA Hart; GA Heard; GA Jackson; GA Jasper; GA Lamar; GA Lumpkin; GA Madison; GA Morgan; GA Oconee; GA Oglethorpe; GA Pickens; GA Pike; GA Polk; GA Rabun; GA Spalding; GA Stephens; GA Towns; GA Union; GA Upson; GA White.	
037 Columbus, GA:	
SMSA Counties	
1800 Columbus	29.6
AL Russell; GA Chattahoochee; GA Columbus.	
Non-SMSA Counties	31.6
AL Chambers; AL Lee; GA Harris; GA Marion; GA Meriwether; GA Quitman; GA Schley; GA Stewart; GA Sumter; GA Talbot; GA Troup; GA Webster.	
038 Macon, GA:	
SMSA Counties	
4660 Macon, GA	27.5
GA Bibb; GA Houston; GA Jones; GA Twiggs.	
Non-SMSA Counties	31.7
GA Baldwin; GA Bleckley; GA Crawford; GA Crisp; GA Dodge; GA Dooly; GA Hancock; GA Johnson; GA Laurens; GA Macon; GA Monroe; GA Peach; GA Pulaski; GA Putnam; GA Taylor; GA Telfair; GA Treutlen; GA Washington; GA Wheeler; GA Wilcox; GA Wilkinson.	
039 Savannah, GA:	
SMSA Counties:	
7520 Savannah, GA	30.6
GA Bryan; GA Chatham; GA Effingham	
Non-SMSA Counties	29.8
GA Appling; GA Atkinson; GA Bacon; GA Bullock; GA Candler; GA Coffee; GA Evans; GA Jeff Davis; GA Liberty; GA Long; GA McIntosh; GA Montgomery; GA Screven; GA Tattinall; GA Toombs; GA Wayne; SC Beaufort; SC Hampton; SC Jasper.	
040 Albany, GA	
SMSA Counties	
0120 Albany, GA	32.1
GA Dougherty; GA Lee.	
Non-SMSA Counties	31.1
GA Baker; GA Ben Hill; GA Berrien; GA Brooks; GA Calhoun; GA Clay; GA Clinch; GA Colquitt; GA Cook; GA Decatur; GA Early; GA Echols; GA Grady; GA Irwin; GA Lanier, GA Lowndes; GA Miller; GA Mitchell; GA Randolph; GA Seminole, GA Terrell; GA Thomas; GA Tift; GA Turner; GA Worth	
Florida:	
041 Jacksonville, FL:	
SMSA Counties	
2900 Gainesville, FL	20.6
FL Alachua	
3600 Jacksonville, FL	21.8
FL Baker; FL Clay; FL Duval; FL Nassau; FL St. Johns.	
Non-SMSA Counties	22.2
FL Bradford; FL Columbia; FL Dade; FL Gilchrist; FL Hamilton; FL LaFayette; FL Levy; FL Marion; FL Putnam; FL Suwannee; FL Union; GA Brantley; GA Camden; GA Charlton; GA Glynn; GA Pierce; GA Ware.	
042 Orlando - Melbourne - Daytona Beach, FL.	
SMSA Counties:	
2020 Daytona Beach, FL	15.7
FL Volusia.	
4900 Melbourne - Titusville - Cocoa, FL	10.7
FL Brevard.	
5960 Orlando, FL	15.5
FL Orange; FL Osceola; FL Seminole.	

Non-SMSA Counties	14.9
FL Flagler; FL Lake; FL Sumter.	
043 Miami - Fort Lauderdale, FL:	
SMSA Counties:	
2680 Fort Lauderdale - Hollywood, FL	15.5
FL. Broward.	
5000 Miami, FL	39.5
FL Dade.	
8960 West Palm Beach - Boca Raton, FL	22.4
FL Palm Beach.	
Non-SMSA Counties	30.4
FL Glades; FL Hendry; FL Indian River, FL Martin; FL Monroe;	
FL Okeechobee; FL St. Lucie.	
044 Tampa - St Petersburg, FL	
SMSA Counties:	
1140 Bradenton, FL	15.9
FL Manatee.	
2700 Fort Myers, FL	15.3
FL Lee.	
3980 Lakeland - Winter Haven, FL	18.0
FL Polk	
7510 Sarasota, FL	10.5
FL Sarasota.	
8280 Tampa - St. Petersburg, FL	17.9
FL Hillsborough, FL Pasco; FL Pinellas	
Non-SMSA Counties	17.1
FL Charlotte; FL Citrus; FL Collier, FL Desoto; FL Hardee; FL Hernando; FL Highlands.	
045 Tallahassee. FL:	
SMSA Counties:	
8240 Tallahassee, FL	24.3
FL Leon; FL Wakulla.	
Non-SMSA Counties:	29.5
FL Calhoun; FL Franklin; FL Gadsden; FL Jackson; FL Jefferson; FL Liberty;	
FL Madison; FL Taylor.	
046 Pensacola - Panama City, FL	
SMSA Counties:	
8615 Panama City, FL	14.1
FL Bay.	
6080 Pensacola, FL	18.3
FL Escambia; FL Santa Rosa.	
Non-SMSA Counties	15.4
FL Gulf, FL Holmes; FL Okaloosa; FL Walton; FL Washington.	
<u>Kentucky:</u>	
056 Paducah, KY:	
Non-SMSA Counties	5.2
IL Hardin; IL Massac; IL Pope; KY Ballard; KY Caldwell; KY Calloway. KY Carlisle;	
KY Crittenden; KY Fulton; KY Graves; KY Hickman; KY Livingston; KY Lyon. KY	
McCracken; KY Marshall.	
057 Louisville, KY:	
SMSA Counties:	
4520 Louisville, KY-IN	11.2
IN Clark; IN Floyd; KY Bullitt; KY Jefferson; KY Oldham.	
Non-SMSA Counties	9.6
IN Crawford; IN Harrison; IN Jefferson; IN Orange; IN Scott; IN Washington;	
KY Breckinridge; KY Grayson; KY Hardin; KY Hart; KY Henry; KY Larue; KY Marion;	
KY Meade; KY Nelson; KY Shelby; KY Spencer; KY Trimble; KY Washington.	

058 Lexington, KY	
SMSA Counties	
4280 Lexington-Fayette, KY	10.8
KY Bourbon; KY Clark; KY Fayette; KY Jessamine; KY Scott; KY Woodford.	
Non-SMSA Counties	7.0
KY Adair KY Anderson; KY Bath; KY Boyle; KY Breathitt; KY Casey; KY Clay;	
KY Estill; KY Franklin- KY Garrard; KY Green; KY Harrison- KY Jackson; KY Knott;	
KY Lee; KY Leslie; KY Letcher; KY Lincoln; KY Madison; KY Magoffin; KY Menifee;	
KY Mercer; KY Montgomery; KY Morgan. KY Nicholas; KY Owsley; KY Perry;	
KY Powell; KY Pulaski; KY Rockcastle; KY Russell; KY Taylor; KY Wolfe.	
Mississippi:	
112 Jackson, MS:	
SMSA Counties;	
3560 Jackson, MS	30.3
MS Hinds; MS Rankin.	
Non-SMSA Counties	32.0
MS Attala; MS Choctaw; MS Choctaw; MS Clarke; MS Copiah;	
MS Covington; MS Franklin; MS Holmes; MS Humphreys; MS Issaquena;	
MS Jasper; MS Jefferson; MS Jefferson Davis; MS Jones; MS Kemper;	
MS Lauderdale; MS Lawrence; MS Leake; MS Lincoln; MS Lowndes;	
MS Madison; MS Neshoba; MS Newton; MS Noxubee,- MS Oktibbeha;	
MS Scott; MS Sharkey; MS Simpson; MS Smith; MS Warren; MS Wayne;	
MS Winston; MS Yazoo.	
North Carolina:	
024 Rocky Mount - Wilson - Greenville NC:	
Non-SMSA Counties	31.7
NC Beaufort; NC Carteret; NC Craven,- NC Dare; NC Edgecombe; NC Greene; NC	
Halifax; NC Hyde; NC Jones; NC Lenoir, NC Martin; NC Nash; NC Northampton; NC	
Pamlico; NC Pitt; NC Tyrrell; NC Washington; NC Wayne; NC Wilson	
025 Wilmington, NC:	
SMSA Counties:	
9200 Wilmington, NC	20.7
NC Brunswick; NC New Hanover.	
Non-SMSA counties	23.5
NC Columbus; NC Duplin; NC Onslow; NC Pender.	
026 Fayetteville, NC:	
SMSA Counties:	
2560 Fayetteville, NC	26.2
NC Cumberland.	
Non-SMSA Counties	33.5
NC Bladen; NC Hoke; NC Richmond; NC Robeson; NC Sampson; NC Scotland.	
027 Raleigh - Durham, NC.	
SMSA Counties:	
6640 Raleigh - Durham	22.8
NG Durham; NC Orange; NC Wake.	
Non-SMSA Counties	24.7
NC Chatham; NC Franklin; NC Granville; NC Harnett; NC Johnston; NC Lee; NC Person;	
NC Vance; NC Warren.	
028 Greensboro - Winston Salem - High Point, NC:	
SMSA Counties:	
1300 Burlington, NC	16.2
NC Alamance.	
3120 Greensboro - Winston Salem - High Point NC	16.4
NC Davidson; NC Forsyth; NC Guilford,- NC Randolph; NC Stokes; NC Yadkin.	
Non-SMSA Counties	15.5
NC Alleghany; NG Ashe; NC Caswell; NC Davie; NC Montgomery; NC Moore; NC	
Rockingham; NC Surry; NC Watauga; NC Wilkes.	

029 Charlotte, NC:	
SMSA Counties:	
1520 Charlotte - Gastonia, NC	18.5
NC Gaston; NC Mecklenburg; NC Union.	
Non-SMSA Counties	15.7
NC Alexander; NC Anson; NC Burke; NC Cabarrus; NC Caldwell; NC Catawba;	
NC Cleveland; NC Iredell; NC Lincoln; NC Rowan; NC Rutherford; NC Stanley;	
SC Chester; SC Lancaster SC York.	
030 Asheville, NC	
Non-SMSA Counties:	
0480 Asheville, NC	8.5
NC Buncombe; NC Madison.	
Non-SMSA Counties	6.3
NC Avery,- NC Cherokee; NC Clay; NC Graham; NC Heywood, NC Henderson;	
NC Jackson; NC McDowell; NC Macon; NC Mitchell; NC Swain; NC Transylvania;	
NC Yancey.	

South Carolina:

031 Greenville -Spartanburg, SC:	
SMSA Counties:	
316b Greenville -Spartanburg, SC	16.0
SC Greenville; SC Pickens; SC Spartanburg.	
Non-SMSA Counties	17.8
SC Polk; SC Abbeville; SC Anderson; SC Cherokee', SC Greenwood; SC Laurens;	
SC Oconee; SC Union.	
.032 Columbia, SC	
SMSA Counties:	
1760 Columbia, SC	23.4
SC Lexington; SC Richland.	
No'n-SMSA Counties	32.0
SC Calhoun SC Clarendon; SC Fairfield; SC Kershaw; SC Lee; SC Newberry;	
SC Orangeburg; SC Saluda; SC Sumter	
033 Florence, SC	
Non-SMSA Counties	33.0
SC Chesterfield; SC Darlington; SC Dillon; SC Florence; SC Georgetown; SC Horry;	
SC Marion; SC Marlboro; SC Williamsburg.	
034 Charleston - North Charleston, SC	
SMSA Counties	
1440 Charleston - North Charleston, SC	30.0
SC Berkeley; SC Charleston; SC Dorchester.	
Non-SMSA Counties	30.7
SC Collection	

Tennessee:

051 Chattanooga, TN:	
SMSA Counties	
1560 Chattanooga, TN - GA	12.6
GA Catoosa; GA Dade; GA Walker; TN Hamilton; TN Marion; TN Sequatchie.	
Non-SMSA Counties	8.6
AL De Kalb; AL Jackson; GA Chattooga; GA Murray; GA Whitfield;	
TN Bledsoe; TN Bradley; TN Grundy; TN McMinn; TN Meigs; TN Monroe;	
TN Polk; TN Rhea.	
052 Johnson City - Kingsport - Bristol, TN-VA:	
SMSA Counties'.	
3660 Johnson City - Kingsport - Bristol. TN - VA	2.6
TN Carter; TN Hawkins- TN Sullivan; TN Unicoi; TN Washington; VA Scott;	
VA Washington; VA Bristol.	
Non-SMSA Counties	3.2
TN Greene; TN Hancock; TN Johnson; VA Buchanan; VA Dickenson; VA Lee;	
VA Russell; VA Smyth; VA Tazewell; VA Wise; VA Norton; WV McDowell, WV Mercer.	

053 Knoxville, TN	
SMSA Counties:	
3840 Knoxville, TN	6.6
TN Anderson; TN Blount; TN Knox; TN Union.	
Non-SMSA Counties	4.5
KY Bell; KY Harlan; KY Knox; KY Laurel; KY McCreary; KY Wayne; KY Whitley; TN	
Campbell; TN Claiborne; TN Cocke; TN Cumberland; TN Fentress; TN Grainger,	
TN Hamblen; TN Jefferson; TN Loudon; TN Morgan; TN Roane; TN Scott;	
TN Sevier.	
054 Nashville, TN:	
SMSA Counties:	
1660 Clarksville - Hopkinsville, TN - KY	18.2
KY Christian; TN Montgomery.	
5360 Nashville - Davidson, TN	15.8
TN Cheatham, TN Davidson; TN Dickson; TN Robertson; TN Rutherford; TN Sumner;	
TN Williamson; TN Wilson.	
Non-SMSA Counties	12.0
KY Allen; KY Barren; KY Butler; KY Clinton; KY Cumberland; KY Edmonson;	
KY Logan; KY Metcalfe; KY Monroe; KY Simpson; KY Todd; KY Trigg; KY Warren;	
TN Bedford; TN Cannon; TN Clay; TN Coffee; TN DeKalb; TN Franklin; TN Giles;	
TN Hickman; TN Houston; TN Humphreys; TN Jackson; TN Lawrence; TN Lewis;	
TN Macon; TN Marshall; TN Maury; TN Moore; TN Overton; TN Perry; TN Pickett;	
TN Putnam; TN Smith,, TN Stewart; TN Trousdale; TN Van Buren; TN Warren;	
TN Wayne; TN White.	
055 Memphis, TN:	
SMSA Counties:	
4920 Memphis, TN-AR-MS	32.3
AR Crittenden; MS Do Soto; TN Shelby; TN Tipton.	
Non-SMSA Counties	26.5
AR Clay; AR Craighead; AR Cross; AR Greene; AR Lawrence; AR Lee;	
AR Mississippi; AR Phillips- AR. Poinsett; AR Randolph; AR St. Francis; MS Alcorn,	
MS Benton; MS Bolivar; MS Calhoun; MS Carroll; MS Chickasaw, MS Clay;	
MS Coahoma; MS Grenada; MS Itawamba; MS Lafayette; MS Lee; MS Leflore;	
MS Marshall; MS Monroe; MS Montgomery; MS Panola; MS Pontotoc; MS Prentiss;	
MS Quitman; MS Sunflower; MS Tallahatchie; MS Tate; MS Tippah; MS Tishomingo;	
MS Union; MS Washington; MS Webster. MS Yalobusha; MO Dunklin;	
MO New Madrid; MO Perniscot; TN Benton; TN Carroll; TN Chester; TN Crockett;	
TN Decatur; TN Dyer; TN Fayette; TN Gibson; TN Hardeman; TN Hardin;	
TN Haywood; TN Henderson- TN Henry; TN Lake; TN Lauderdale; TN McNairy;	
TN Madison; TN Obion; TN Weakley.	

**CHECK LIST OF EEO DOCUMENTATION FOR BIDDERS
ON GRANT/LOAN CONSTRUCTION
(Required by Executive Order 11246 as amended)**

The low, responsive responsible bidder must forward the following items, in duplicate, to the owner no later than ten (10) days after bid opening. The owner shall have one (1) copy available for inspection by the Office of Federal Contracts Compliance within 14 days after the bid opening. The web site for the OFCC is http://www.dol.gov/esa/ofcp_org.htm.

1. Project Number. Project Location. Type of Construction.
2. Proof of registration with the Joint Reporting Commission. (See Attachment Number 8.)
3. Copy of Affirmative Action Plan of contractor. Indicate company official responsible for EEO.
4. List of current construction contracts, with dollar amount. List contracting Federal Agency, if applicable.
5. Statistics concerning company percent workforce, permanent and temporary, by sex, race, trade, handicapped, and age. 40 CFR Part 7.
6. List of employment sources for project in question. If union sources are utilized, indicate percentage of minority membership within the union crafts.
7. Anticipated employment needs for this project, by sex, race and trade, with estimate of minority participation in specific trades.
8. List of subcontractors (name, address and telephone) with dollar amount and duration of subcontract. Subcontractor contracts over \$10,000 must submit items 1- 8. The following information must be provided for all supplier contracts regardless of contract size: name of company, contact person, address, telephone number, dollar value of the contract, and a list of the materials to be supplied to the prime contractor.
9. List of any subcontract work yet to be committed with estimate of dollar amount and duration of contract.
10. Contract Price. Duration of prime contract.
11. DBE Documents - See special instructions regarding use of Minority, and Women Owned, and Small Businesses.

Employer Information Report EEO-1

Under the direction of the US Equal Employment Opportunity Commission, the Joint Reporting Committee is responsible for the full-length, multi-phase processing of employment statistics collected on the Employer Information Report EEO-1. This report, also termed Standard Form 100, details the sex and race/ ethnic composition of an employer's work force by job category.

The Employer Information EEO-1 survey is conducted annually under the authority of Public Law 88-352, Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972. All employers with 15 or more employees are covered by Public Law 88-352 and are required to keep employment records as specified by Commission regulations. Based on the number of employees and federal contract activities, certain large employers are required to file an EEO-1 Report on an annual basis.

The EEO-1 Report must be filed by:

(A) All private employers who are: (1) subject to Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972) with 100 or more employees EXCLUDING State and local governments, primary and secondary school systems, institutions of higher education, Indian tribes and tax-exempt private memberships clubs other than labor organizations; OR (2) subject to Title VII who have fewer than 100 employees if the company is owned or affiliated with another company, or there is centralized ownership, control or management (such as central control of personnel policies and labor relations) so that the group legally constitutes a single enterprise and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who: (1) are not exempt as provided for by 41 CFR 60-1.5, (2) have 50 or more employees, and (a) are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or (b) serve as depository of Government funds in any amount, or (c) is a financial institution which is an issuing an paying agent for U.S. Savings Bonds and Notes.

Only those establishments located in the District of Columbia and the 50 states are required to submit the EEO-1 Report. No Reports should be filed for establishments in Puerto Rico, the Virgin Islands or other American Protectorates.

When filing for the EEO-1 Report for the first time, go to the web site at: <http://www.mimdms.com/jrc.html> and select "Filing for the first time" from the box labeled INFORMATION. File out the electronic questionnaire to enter your company into Joint Reporting Committee (JRC) system. Once you have completed the registration process, you will be contacted on how to proceed with the EEO-1 Report. If you have previously registered with the JRC, follow their instructions to update your information.

Labor Standards Provisions For Federally Assisted Construction

Labor standards provisions applicable to contracts covering federally financed and assisted construction (29 CFR 5.5, Contract Provisions and Related Matters) that apply to EPA Special Appropriations Projects grants are:

(a)(4)(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(a)(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(a)(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 (a) (1) through (10) and such other clauses as the U.S. Environmental Protection Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(a)(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(b) Contractor Work Hours and Safety Standards Act. The Administrator, EPA shall cause or require the contracting officer to insert the following clauses set forth in paragraph (b)(1),(2),(3), and (4) of this section in full in any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by *Section 5.5(a) of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for unliquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The U.S. Environmental Protection Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in section 5.1, the Administrator of EPA shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly worked, deductions made, and actual wages paid. Further, the Administrator of EPA shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the U.S. Environmental Protection Agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job. (Approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017.)

CERTIFICATIONS

Debarred Firms

All prime Construction Contractors shall certify that Subcontractors have not and will not be awarded to any firm that is currently on the EPA Master List of Debarred, Suspended and Voluntarily Excluded Persons in accordance with the provisions of 40 CFR 32.500(c). Debarment action is taken against a firm for noncompliance with Federal Law.

All bidders shall complete the attached certification (Attachment Number 10) and submit to the owner with the bid proposal.

Anti-lobbying Certification

All prime Construction Contractors must certify (Attachment Number 11) that no appropriated funds were or will be expended for the purpose of lobbying the Executive or Legislative Branches of the Federal Government or Federal Agency concerning this contract (contract in excess of \$100,000). If the Contractor has made or agreed to make payment to influence any member of Congress in regard to award of this contract, a Disclosure Form must be completed and submitted to the owner with the bid proposal.

All prime Contractors must require all Subcontractors to submit the certification, which must also be submitted to the owner.

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

_____ I am unable to certify to the above statements. My explanation is attached.

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants,
Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

TYPED NAME & TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

____ I am unable to certify to the above statements. My explanation is attached.

EPA DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

EPA's Disadvantaged Business Enterprise Program rule applies to contract procurement actions funded in part by EPA assistance agreements awarded after May 27, 2008. The rule is found at Federal regulation Title 40, Part 33. Specific responsibilities are highlighted below.

Grant recipient responsibilities:

- Conduct an Availability Analysis and negotiate fair share objectives with EPA (§ 33.411), or adopt the fair share objectives of the oversight state agency revolving loan fund for comparable infrastructure. (§ 33.405(b)(3)).
- Include the Appendix A term and condition in each contract with a primary contractor (§ 3.106). The term and condition is included in the EPA Region 4 contract specifications insert *FEDERAL REQUIREMENTS AND CONTRACT PROVISIONS FOR SPECIAL APPROPRIATION ACT PROJECTS US ENVIRONMENTAL PROTECTION AGENCY, Region III, June 2008*.
- Employ the six Good Faith Efforts during prime contractor procurement (§ 33.301).
- Require prime contractor to comply with the following prime contractor requirements of Title 40 Part 33:
 - To employ the six Good Faith Efforts steps in paragraphs (a) through (e) of § 33.301 if the prime contractor awards subcontracts (§ 33.301(f)).
 - To provide EPA form 6100-2 – *DBE Subcontractor Participation Form* to all DBE subcontractors (§ 33.302(e)).
 - To submit EPA forms 6100-3 – *DBE Program Subcontractor Performance Form* and 6100-4 – *DBE Program Subcontractor Utilization Form* with bid package or proposal. (§ 33.302 (f) and (g)).
 - To pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient (§ 33.302(a)).
 - To notify recipient in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor (§ 33.302(b)).
 - To employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§ 33.302(c)).
 - To employ the six good faith efforts described in § 33.301 even if the prime contractor has achieved its fair share objectives under subpart D of Part 33. (§33.302(d)).

- Semiannually complete and submit to Charles Hayes, EPA Region 4 DBE Coordinator EPA form 5700-52A summarizing DBE participation achieved during the previous six months (§ 33.502).
- Maintain records documenting its compliance with the requirements of Title 40 Part 33, including documentation of its, and its prime contractors', good faith efforts (§ 33.501(a)).

Prime Contractor Responsibilities:

- Employ the six Good Faith Efforts steps in paragraphs (a) through (e) of § 33.301 if the prime contractor awards subcontracts (§ 33.301(f)).
- Provide EPA form number 6100-2 – *DBE Program Subcontractor Participation Form* and form number 6100-3 – *DBE Program Subcontractor Performance Form* to each DBE subcontractor prior to opening of the contractor's bid or proposal (§ 33.302(e) and (f)).
- Complete EPA form number 6100-4 – *DBE Program Subcontractor Utilization Form* (§ 33.302(g)).
- Submit to recipient with its bid package or proposal the completed EPA form number 6100-4, plus an EPA form number 6100-3 for each DBE subcontractor used in the contractor's bid or proposal (§ 33.302(f) and (g)).
- Pay subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient (§ 33.302(a)).
- Notify the recipient in writing prior to prime contractor termination of a DBE subcontractor for convenience (§ 33.302(b)).
- Employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§ 33.302(c)).
- Employ the six good faith efforts described in § 33.301 even if the prime contractor has achieved its fair share objectives under subpart D of Part 33. (§33.302(d)).
- Semiannually inform recipient of DBE participation achieved (§ 33.502).
- Maintain records documenting its compliance with the requirements of Title 40 Part 33, including documentation of its, and its prime contractors', good faith efforts (§ 33.501(a)).

Subcontractor Responsibilities:

- May submit EPA form 6100-2 – *DBE Subcontractor Participation Form* to Charles Hayes, EPA Region 4 DBE Coordinator (§ 33.302(e)).

- Must complete EPA form 6100-3 – *DBE Program Subcontractor Performance Form*, and submit it to the prime contractor soliciting services from the subcontractor prior to the opening of bids for the prime contract.

Form	Requirement	Provided By:	Completed By:	Submitted To:
EPA Form 6100-2	Grant Recipients required to have prime contractors provide form to Subcontractors	Prime Contractors	DBE Subcontractors	EPA Region 4 DBE Coordinator Charles Hayes
EPA Form 6100-3	Grant Recipients required to have prime contractors provide form to Subcontractors	Prime Contractors	DBE Subcontractors	Grant Recipients as part of a bid or proposal package
EPA Form 6100-4	Grant Recipients required to have prime contractors complete the form	Grant Recipients	Prime Contractors	Grant Recipients as part of a bid or proposal package



Approval Expires: 01/31/2011

NAME OF SUBCONTRACTOR	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

[illegible]

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

00800 - 37

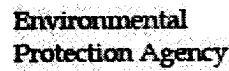
Disadvantaged Business Enterprise Program DBE Subcontractor Participation Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen

(15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)



Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form

Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

00800-39



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 06/01/2008
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information; processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

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Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors will be used on this project:

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATE D DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Signature of Prime Contractor

Date

Print Name

Title

Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

DISADVANTAGED ENTERPRISE PARTICIPATION POLICY

PROJECT NAME: _____ BID DATE: _____

1. Name, address and telephone number of contact person on all DBE matters:

Prime Contractor's Name: _____

Contact Person: _____

Address: _____

Phone: _____

Cell Phone: _____

Email: _____

Total Contract Amount: _____

5. Total dollar amount/percent of contract of MBE participation:

6. Total dollar amount/percent of contract of WBE participation:

7. Certifications* for each subcontractor enclosed: ☐ Yes ☐ No

8. Subcontracts or letters of intent signed by both parties enclosed: ☐ Yes ☐ No

9. **List of MBE Subcontractors:**

Name: _____

Contact Person: _____

Address: _____

Phone: _____

Cell Phone: _____

Email: _____

Type of Contract: _____

Work to be Done: _____

Amount: _____

10. **List of WBE Subcontractors:**

Name: _____

Contact Person: _____

Address: _____

Phone: _____

Cell Phone: _____

Email: _____

Type of Contract: _____

Work to be Done: _____

Amount: _____

Attach Additional Sheets, If Necessary

*Self-certification: Self certification of MBE/WBE/DBE firms will NOT be accepted as a valid form of certification of MBE/WBE/DBE status.

Information concerning the efforts for obtaining subcontractor(s)

11. Information to be submitted by the bidder concerning good faith efforts taken

- a. Advertisements, etc.: List each publication in which an announcement or notification was placed and attach the tear sheet of each announcement from each publication

Name of publication: _____

Address: _____

Dates of advertisement: _____

Specific subcontract areas announced: _____

- b. List each DBE construction firm or supplier to which a letter of solicitation was sent or with whom negotiations were held.

Company name and phone number: _____

Area of Work Expertise: _____

Date of any follow-up call and person spoke to: _____

- c. Copies of returned envelopes.
- d. Copies of faxes sent.
- e. Copies of certified mail return receipts.
- f. Copies of letters or e-mails from solicited firms declining offer.
- g. Copy of bidders list (see sheet below):

BIDDER'S LIST FORM

OWNER _____

LOAN NO: _____

PROJECT TITLE _____

BID DATE: _____

Instructions:

1. This list must include all firms that bid or quote on prime or subcontracts under EPA assisted projects (i.e. SRF Projects), included both MBE/WBE's and non MBE/WBE's
2. SRF loan participants must keep the Bidder's List until the project period for the identified loan has ended and no funds are remaining.
3. This list must be submitted to DOW in the ATA Package. Contract Award Approval cannot be given until this form has been received by SRF.
4. The following information must be obtained from all prime and sub-contractor's. Please complete the form below:

ENTITY'S NAME	MAILING ADDRESS	CONTACT PERSON	PHONE#	E-MAIL ADDRESS	M/WBE?

**REGION 4 DISADVANTAGED BUSINESS ENTERPRISE (DBE) NEGOTIATED
RATES (Subject to change - refer to grant award for specific fair share objectives)**

KENTUCKY

SRF Construction:
(both programs)

0.70% MBE and 7.60% WBE

Equipment:

1.20% MBE and 1.10% WBE

Services:

1.20% MBE and 16.30% WBE

Supplies:*

3.70% MBE and 4.60% WBE

BONDS AND INSURANCE

Bonding requirements for contracts of \$100,000 or less are contained in 40 CFR 31.36(h).

Bond requirements for contracts in excess of \$100,000 are:

A minimum bid guarantee equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a certified check or bid bond submitted with the bid;

Performance bond equal to 100 percent of the contract price, and

Payment bond equal to 100 percent of the contract price. Bonds must be obtained from companies holding Certificates of Authority as acceptable sureties, issued by the U.S. Treasury.

Insurance requirements are contained in the General Conditions of the contract. In addition to the other required insurance, the owner or the contractor, as appropriate, must acquire any flood insurance made available by the Federal Emergency Management Agency as required by 44 CFR Parts 59-79, if construction will take place in a flood hazard area identified by the Federal Emergency Management Agency. The owner's requirements on Flood Insurance are contained in the Special Conditions Section of the Contracts Documents.

OUTLAY MANAGEMENT

The contractor must provide a contract progress schedule of percentage of work in place and costs against time; and a schedule of projected payments (cumulative) for construction and for the architectural/engineering contract when the contract is awarded. The payment schedule must be submitted, in a format similar to the attached sample, to the owner for forwarding to the State when the contract is awarded, and whenever actual payments on a project vary beyond -5 percent and +10 percent from the schedule, as determined by the grantee.

Contractor will be required to review each of these contract schedules during the month of June and to submit revised schedules, as necessary, no later than July 1st of each year.

THIS FORMAT IS A SAMPLE ONLY.

CONSTRUCTION AND OUTLAY SCHEDULE

Project No.: _____

Applicant: _____

Contract Identification: _____

Description of Contract: _____

(INSTRUCTIONS FOR USE ON REVERSE SIDE)

SCHEDULE I - CONSTRUCTION SCHEDULE

Date for Advertisement: _____

Date for Opening Bids: _____

Pre-Construction Conference Date: _____

Date of Contract Award: _____

Contract Period: _____ days Projected Contract Completion Date: _____

Total Eligible Contract Amount: _____

Work Order Date: _____

Start Construction Date: _____

Contract Completed: _____

SCHEDULE II - CUMULATIVE OUTLAY SCHEDULE (55% EPA Share) - Projection
only for quarters that remain in the fiscal year (FY) plus cumulative
annual amount for the next FY.

Cum EPA Amount thru 1 st Qtr. Oct./Dec.:	\$ _____
Cum EPA Amount thru 2 nd Qtr. Jan./Mar.:	\$ _____
Cum EPA Amount thru 3 rd Qtr. Apr./June:	\$ _____
Cum EPA Amount thru 4 th Qtr. July/Sept.:	\$ _____
Cum EPA Amount for Next Fiscal Year:	\$ _____

INSTRUCTIONS (Construction and Outlay Schedules)

To insure timely achievement of the grant objectives the owner (grantee) must provide EPA with a grants activities schedule, contract construction schedules and corresponding payment outlay schedules for the grant and each contract under the grant. One copy of information similar to that showing the Construction and Outlay Schedule Form will be submitted for the grant schedule with the grant acceptance. A separate form will accompany each contract at time of contract award.

- A. The grant activities schedule shall depict the period from grant award through grant closeout and cover all major milestone date. The grant activities schedule shall include Schedule I information items as well as other appropriate items necessary to monitor the grant. Schedule II shall be filled out to estimate the cumulative (all construction and architectural/engineering contracts) payment schedule to be requested by the grantee from EPA during the grant period, and whenever actual outlays vary beyond -5% and +10% from the schedule.
- B. Individual contractor's construction schedules for each contract will be submitted to support the grant activities schedule. The Schedule I shall be submitted prior to date of advertisement of each contract and Schedule II along with the contractor's construction schedule shall be submitted seven (7) calendar days prior to the dates of the pre-construction conference. The contractor's construction schedule shall depict the contractor's plan for completing all contract requirements and show work placement in dollars versus contract time. Schedule II shall depict the contract payment outlay by month or quarter. The contract schedule will be coordinated with all parties at the pre-construction conference.

The grants activities schedule, contractor construction schedules, will be the basis for monitoring progress towards completion of the project. The schedules shall be maintained at the available for inspection and updated at least monthly. The schedules shall be revised to incorporate approved change orders as they occur.

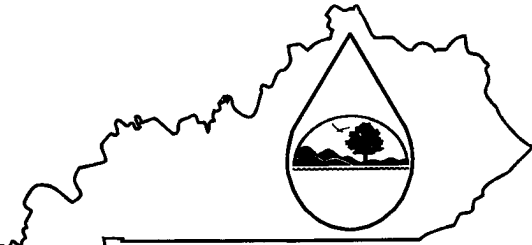
All of the schedules will be submitted to the State Division of Water.

NOTICE OF INTENT

All construction projects with surface disturbance of more than 1 acre during the period of construction must have a KPDES Storm Water General Permit. The contractor must complete and submit the attached form at least 48 hours prior to start of construction to the address below:

Section Supervisor
Inventory and Data Management Section
KPDES Branch
Kentucky Division of Water
14 Reilly Road, Frankfort Office Park
Frankfort, Kentucky 40601

FORM NOI-SWCA

	<h2 style="margin: 0;">KENTUCKY POLLUTION DISCHARGE ELIMINATION SYSTEM (KPDES)</h2> <p style="margin: 10px 0 0 0;">Notice of Intent (NOI) for coverage of Storm Water Discharges Associated with Construction Activities Under the KPDES Storm Water General Permit KYR100000</p>
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This is an application for:

- ☐ New construction activity.
☐ Modification of coverage for additional area in same watershed.
☐ Modification of coverage for additional area in different watershed.

If Modification is checked, state reason for Modification:

For Agency Use	Permit No. (Leave Blank)	K	Y	R	1	0				
For Agency Use	AI ID (Leave Blank)									

SECTION I – FACILITY OPERATOR INFORMATION

Operator Name(s)*:		Phone*:	
Mailing Address*:		Status of Owner/Operator: <input type="checkbox"/> Private <input type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Public (other than state or federal)	
City*:	State*:	Zip Code*:	

SECTION II – FACILITY/SITE LOCATION INFORMATION

Name of Project*:	Physical Address*:	City*:
State*:	Zip Code*:	County*:
Latitude (decimal degrees)*:	Longitude (decimal degrees)*:	SIC Code*:

SECTION III – SITE ACTIVITY INFORMATION

For single projects provide the following information

Total Number of acres in project*:	Total Number of acres to be disturbed*:	Start date:	Completion date:
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For common plans of development projects provide the following information

Total Number of acres in project*:	Number of individual lots in development:	Number of lots to be developed:
Total acreage intended to be disturbed*:		Number of acres intended to be disturbed at any one time:
Start date:	Completion date:	List Contractors:

SECTION IV – DISCHARGE TO A WATER BODY

Name of Receiving Water*:	Anticipated number of discharge points:
Location of anticipated discharge points: Latitude (decimal degrees)*	Longitude (decimal degrees)*
Receiving Water Body Stream Use Designation	<input type="checkbox"/> Cold Water Aquatic Habitat <input type="checkbox"/> Domestic Water Supply <input type="checkbox"/> Outstanding State Resource Water <input type="checkbox"/> Secondary Contact Recreation <input type="checkbox"/> Primary Contact Recreation <input type="checkbox"/> Warm Water Aquatic Habitat
Antidegradation Categorization	<input type="checkbox"/> Outstanding National Resource Water <input type="checkbox"/> Exceptional Water <input type="checkbox"/> High Quality Water <input type="checkbox"/> Impaired Water
Name of Receiving Water*:	Anticipated number of discharge points:
Location of anticipated discharge points: Latitude (decimal degrees)*	Longitude (decimal degrees)*
Receiving Water Body Stream Use Designation	<input type="checkbox"/> Cold Water Aquatic Habitat <input type="checkbox"/> Domestic Water Supply <input type="checkbox"/> Outstanding State Resource Water <input type="checkbox"/> Secondary Contact Recreation <input type="checkbox"/> Primary Contact Recreation <input type="checkbox"/> Warm Water Aquatic Habitat

Antidegradation Categorization	<input type="checkbox"/> Outstanding National Resource Water <input type="checkbox"/> Exceptional Water <input type="checkbox"/> High Quality Water <input type="checkbox"/> Impaired Water
--------------------------------	---

FORM NOI-SWCA

SECTION V – DISCHARGE TO AN MS4				
Name of MS4:		Date of application /notification to the MS4 for construction site coverage:		
Number of discharge points:	Location of each discharge point: Latitude (decimal degrees):*		Longitude (decimal degrees):*	
SECTION VI – CONSTRUCTION ACTIVITIES IN OR ALONG A WATER BODY				
Will the project require construction activities in a water body or the riparian zone: <input type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, describe scope of activity:				
Is a Clean Water Act 404 permit required: <input type="checkbox"/> Yes <input type="checkbox"/> No		Is a Clean Water Act 401 Water Quality Certification required: <input type="checkbox"/> Yes <input type="checkbox"/> No		
SECTION VII – NOI PREPARER INFORMATION				
First Name:*	Last Name:*	Phone :*	eMail Address:*	
Mailing Address:*		City:*	State:*	Zip Code:*
SECTION VIII – ATTACHMENTS				
Attach a full size color USGS 7½-minute quadrangle map with the facility site clearly marked. USGS maps may be obtained from the University of Kentucky, Mines and Minerals Bldg. Room 106, Lexington, Kentucky 40506. Phone number (859) 257-3896.				
SECTION IX – CERTIFICATION				
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.				
Signature:*		First Name:*	Last Name:*	
Phone:*	eMail Address:		Date:*	

This completed application form and attachments should be sent to: SWP Branch, Division of Water, 200 Fair Oaks, Frankfort, Kentucky 40601. Questions should be directed to: SWP Branch, Operational Permits Section at (502) 564-3410.

WHO MUST FILE A NOTICE OF INTENT (NOI) FORM

Federal law at 40 CFR Part 122 prohibits point source discharges of stormwater associated with industrial activity to a water body of the Commonwealth of Kentucky without a Kentucky Pollutant Discharge Elimination System (KPDES) permit. The operator of an industrial activity that has such a storm water discharge must submit a NOI to obtain coverage under the KPDES Storm Water General Permit. If you have questions about whether you need a permit under the KPDES Storm Water program, or if you need information as to whether a particular program is administered by the state agency, call the **Storm Water Contact, Operational Permits Section, Kentucky Division of Water at (502) 564-3410.**

WHERE TO FILE NOI FORM

NOIs must be sent to the following address or submitted in on-line at <https://dep.gateway.ky.gov/eForms/Default.aspx?FormID=3>:

**Operational Permits Section
SWP Branch, Division of Water
200 Fair Oaks Lane
Frankfort, KY 40601**

Electronic NOI-SWCAs are to be submitted a minimum of seven (7) working days prior to commencement of construction related activities. Paper NOI-SWCAs are to be submitted a minimum of thirty (30) working days prior to commencement of construction related activities.

COMPLETING THE FORM

Enter information in the appropriate areas only. (*) denotes a required field. Enter N/A (Not Applicable) for fields that are required but do not apply to your submission. If you have any questions regarding the completion of this form call the **Storm Water Contact, Operational Permits Section, at (502) 564-3410.**

SECTION I – FACILITY OPERATOR INFORMATION

Operator Name(s): Enter the name or names of all operators applying for coverage under KYR10 using this NOI.
Mailing Address, City, State, and Zip Code: Provide the mailing address of the primary operator
Phone No.: Provide the telephone numbers of the person who is responsible for the operation.
Status of Owner/Operator: Select the appropriate legal status of the operator of the facility from the dropdown list.

Federal
Public (other than federal or state)
State
Private

SECTION II – FACILITY/SITE LOCATION INFORMATION

Name of Project: Provide the name of the project.
Physical Address, City, State, Zip Code and County: Provide the physical address of the project.
Latitude/Longitude: Provide the general site latitude and longitude of the operation.
SIC Code: Enter the Standard Industrial Code for the project

SECTION III – SITE ACTIVITY INFORMATION

For single projects provide the following information:

Total number of acres in project: Indicate the total acreage of the project including both disturbed and undisturbed areas.
Total number of acres to be disturbed: Indicate the total number of acres of the project to be disturbed.
Anticipated start date: Indicate the approximate date of when construction activities will begin.
Anticipated completion date: Indicated the approximate date of when final stabilization will be achieved.

For common plans of development provide the following information:

Total number of acres in project: Indicate the total acreage of the project including both disturbed and undisturbed areas.
Number of individual lots in development, if applicable: Indicate the number of individual lots or unit in the common plan of development
Number of lots to be developed: Indicate the number of lots that you intend to develop.

Total acreage of lots intended to develop: Indicate the total acreage of the lots you intend to develop
Total acreage intended to disturb: Indicate the total acreage of the lots you intend to disturb
Number of acres intended to disturb at any one time: Indicate the maximum number of acres to be disturbed at any one time.
Anticipated start date: Indicate the approximate date of when construction activities will begin.
Anticipated completion date: Indicate the approximate date of when final stabilization will be achieved.
List of contractors: Provide the names of all known contractors that will be working on site.

SECTION IV – IF THE PERMITTED SITE DISCHARGES TO A WATER BODY THE FOLLOWING INFORMATION IS REQUIRED

Name of Receiving Water: Provide the names of the each water body receiving discharges from the site. Provide only official USGS names do not provide local names
Anticipated number of discharge points: Indicate the number of discharge points to each receiving water body.
Location of anticipated discharge points: Provide the latitude and longitude of each discharge point. Add points as necessary.
Receiving Water Body Stream Use Designation: Check all appropriate boxes
Antidegradation Categorization: Select from the drop down box one of the following:

Outstanding National Resource Water
Exceptional Water
High Quality Water
Impaired Water

SECTION V – IF THE PERMITTED SITE DISCHARGES TO A MS4 THE FOLLOWING INFORMATION IS REQUIRED

Name of MS4: Provide the name of the MS4 to which the activity will discharge
Number of discharge points to the MS4: Indicate the number of discharge points
Location of each discharge point: Provide the latitude and longitude of each discharge point. Add points as necessary
Date of application/notification to the MS4 for construction site permit coverage: Indicate the date the MS4 has or will be notified.

SECTION VI – CONSTRUCTION ACTIVITIES IN OR ALONG A WATER BODY

Will the project require construction activities in a water body or the riparian zone: Select Yes or No from the drop down box.
If Yes, describe scope of activity: Provide a brief description of the activity (ies) that will take place in the water body or the riparian zone.
Is a Clean Water Act 404 permit required: Select Yes or No from the drop down box.
Is a Clean Water Act 401 Water Quality Certification required: Select Yes or No from the drop down box.

SECTION VII – NOI PREPARER INFORMATION

Provide the name, mailing address, telephone number and eMail address of the person preparing the NOI.

SECTION VIII –Attachments

Attach a USGS topographic map indicating the location of the activity and the proposed discharge points.

SECTION IX – CERTIFICATION

Provide the name, mailing address, telephone number and eMail address of the person who is responsible for the activity

Signature: Provide full name of the responsibility party. This will constitute a signature.

The NOI must be signed as follows:

Corporation: by a principal executive officer of at least the level of vice president
Partnership or sole proprietorship: by a general partner or the proprietor respectively

ATTACHMENT 17

WAGE RATES

Federal Davis-Bacon rates are not applicable for these funds. This determination applies only to the grant/loan portion of this project. Please contact the other funding sources, if applicable, for their requirements pertaining to federal wage rates. You must contact the Kentucky Labor Cabinet for determination of applicable state wages.

**SECTION 00900
SPECIAL CONDITIONS**

INDEX

- 2.1 Scope of Work
- 2.2 Preconstruction Pictures
- 2.3 Pavement Restoration
- 2.4 Protection and Handling of Flows of Existing Sewers, Water Lines, Drainage Facilities,
and Ditches
- 2.5 Dewatering
- 2.6 Site Restoration (Non-Paved Areas)
- 2.7 Pay Items
- 2.8 Existing Fencing
- 2.9 Rock Removal
- 2.10 Dense Graded Aggregate
- 2.11 Job Site Safety
- 2.12 Prevailing Wage Requirements (Labor Provisions)
- 2.13 Erosion and Sedimentation Control
- 2.14 Job Site Access and Restoration
- 2.15 Staging Area and Restoration
- 2.16 Snowfall Pump Station and Stoneybrook Pump Station Decommissioning
- 2.17 Construction Staking
- 2.18 Stone Wall Removal and Replacement
- 2.19 Permits

**SECTION 00900
SPECIAL CONDITIONS**

2.1 SCOPE OF WORK

The Scope of Work for this project generally consists of the following:

- Installation of 136 feet of 42" DI Pipe
- Installation of 1,990 feet of 36" DI Pipe
- Installation of 4,278 feet of 30" DI Pipe
- Installation of 7,225 feet of 30" F679 PVC Pipe
- Installation of 238 feet of 24" 35 SDR PVC Pipe
- Installation of 213 feet of 18" DI Pipe
- Installation of 430 feet of 15" 35 SDR PVC Pipe
- Installation of 25 feet of 12" 35 SDR PVC Pipe
- Installation of 85 feet of 12" DI Pipe
- Installation of 11 feet of 8" 35 SDR PVC Pipe
- Installation of 104 feet of 6" 35 SDR PVC Service Lines
- Installation of 10 Cleanouts
- Installation of 3 - 4' Diameter Manholes
- Installation of 1 - 4' Diameter Drop Manholes
- Installation of 36 - 5' Diameter Manholes
- Installation of 1 - 5' Diameter Drop Manholes
- Installation of 9 - 6' Diameter Manholes
- Installation of 2 - 6' Diameter Manholes
- Installation of 263 feet of 42" Steel Encasement Pipe – Jack and Bore
- Decommissioning of Stoneybrook Pump Station and Snowfall Pump Station
- Installation of associated appurtenances
- Installation of associated sewer services
- Associated pavement and site restoration
- Associated erosion control measures

The Contractor is advised the OWNER reserves the right to limit the SCOPE OF WORK based upon the unit prices and field measured quantities to a defined project budget. However, it is the intent of the OWNER to award the contract based upon the quantities listed in the BID SCHEDULE.

2.2 PRECONSTRUCTION PICTURES

The Contractor shall provide ten acceptable exposures per 100 feet of all drains, ditches, curbs, sidewalks, and swales, and at least one exposure at existing structures where the proposed sewer will connect. The following are the locations where photographs shall be taken.

1. Entire length of the proposed sewer line installation, including areas on Old Boonesboro Road, Reservoir Court, and KY 627.

The pictures shall be taken prior to the start of construction work. Two sets of numbered 3 ½-inch x 5-inch color prints with negatives or digital negatives shall be provided. These shall be placed in a 3-ring plastic album covers and inserted in a 3-ring binder and shall be delivered to the OWNER at the earliest possible date.

2.3 PAVEMENT RESTORATION

Pavement Restoration shall be in accordance with the following unless otherwise specifically shown on the project plans:

The area to be repaired must be squared by saw cutting the excavation. The saw cut shall be a minimum of twelve (12) inches beyond the limits of the excavation. Existing pavements and/or subgrade materials shall be removed to a minimum of twelve (12) inches above the installed sanitary sewer line. The remainder of the ditch shall be brought up to within eight inches of the final bituminous surface with dense graded aggregate (DGA). The subgrade shall be mechanically compacted in 3 – 4 inch lifts to eliminate any soft, spongy, or pumping material. Material that continues to pump shall be removed to the extent necessary to ensure a compactable subgrade.

A minimum of six (6) inches of 3,500 psi concrete shall be placed to within two (2) inches of the finished pavement surface on Reservoir Court, Old Boonesboro Road, and KY 627. The concrete shall be rake finished leaving a rough surface texture. Concrete shall be allowed to cure a minimum of 24 hours. Provisions shall be made to ensure the repair area is not disturbed during curing until the placement of the final bituminous concrete surface.

Bituminous concrete surface shall be one course construction in accordance with Section 402 of the Kentucky Department of Highways Standard Specifications. Minimum thickness after compaction shall be two (2) inches.

Payment for pavement restoration will be limited to areas necessary for installation of the pipe and appurtenant structures. Final determination of this pay quantity will be the OWNER's decision.

2.4 PROTECTION AND HANDLING FLOWS OF EXISTING SEWERS, WATER LINES, DRAINAGE FACILITIES, AND DITCHES

The Contractor shall take proper precautions to prevent damage to existing sanitary or storm sewers, water lines, and drainage facilities, such as headwalls, catch basins, and drains.

The Contractor shall make repairs or replacements or rebuild such damaged section or sections of the existing sanitary or storm sewers, water lines, drains, headwalls, catch basins, as directed by the OWNER or ENGINEER. All such repairs, replacements, and rebuilding shall be incidental to the Contract.

The Contractor shall make such provisions as are necessary for handling all flows in existing sanitary or storm sewers, water lines, connections, drains, catch basins, and ditches by pipes, flumes, or by other approved methods at all times when operations would, in any way, interfere with normal functioning of those facilities.

The Contractor shall be responsible for the removal of any debris and sedimentation in the existing sanitary or storm sewers, water lines, drains, headwalls, and catch basins, which is attributable to Work by the Contractor under this Contract.

2.5 DEWATERING

If groundwater is encountered during construction, the Contractor shall provide and maintain sufficient equipment to drain the soil, including well points if necessary, to dispose of water encountered and to prevent saturated soil from flowing in open cut trenches, shafts, structures, and tunnels, and render such excavation firm until the structures to be built therein are completed. The Contractor shall be responsible for preventing flotation of the pipe. The Contractor shall assume all responsibility for claims resulting from damage to any land, wells, structures, or improvements due to dewatering operations.

The Contractor shall furnish all labor and equipment required to dewater all excavations. Dewatering shall be the responsibility of the Contractor, and no additional compensation will be allowed for same unless specifically included as a bid item. All or portions of the project are to be constructed in the vicinity of a year round stream. Therefore high ground water levels should be anticipated on this project. For this reason, no additional payment will be made for dewatering associated with high ground water or leakage from any existing facility.

Dewatering equipment shall be of adequate size and quantity to assure maintaining proper conditions for installing pipe, concrete, backfill, or other materials or structures in the excavation. Dewatering shall include proper removal of any and all liquid, regardless of its source, from the excavation and the use of all practical means available to prevent surface runoff from entering any excavation.

Dewatering at stream crossings and/or near the stream shall be drained through an EPA/KDOW approved erosion control devices. When in question, the Construction Administrator shall determine if an erosion control device is needed.

2.6 SITE RESTORATION (Non-Paved Areas)

Following installation of the sanitary sewer line and related sanitary sewer appurtenances, the site shall be graded to match the original grade. All rocks, debris, and other objectionable materials shall be removed. Final restoration shall be by the OWNER.

2.7 PAY ITEMS

Only those items listed on the Bid Proposal shall be pay items. All other requirements of the Contract Documents shall be considered incidental to the Contract.

2.8 EXISTING FENCING

All existing fence removed during construction of this Project shall be removed by the Contractor and stored in a manner such that it may be reinstalled at the completion of the project. All existing fence removal required by this Contract will not be an additional pay item and will be considered incidental to the installation of the sanitary sewer line and related appurtenances.

2.9 ROCK REMOVAL

Blasting shall not be considered a means of rock removal for this Contract.

Removal of rock shall be a separate pay item. Final quantities shall be based on that necessary for installation of the pipe and appurtenant structures and shall be determined by the OWNER or ENGINEER.

2.10 DENSE GRADED AGGREGATE

Dense graded aggregate shall be in accordance with the Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, 2008 or latest edition, unless otherwise noted.

Dense graded aggregate shall be placed in roadway excavations as directed by the Owner. A minimum of four (4) inches of dense graded aggregate shall be placed at the top of the roadway excavation to allow for vehicular traffic.

Compaction will be achieved in accordance with paragraph 2.3 of this section. The dense graded aggregate shall be placed in accordance with paragraph 2.3 of this section. Roadways must remain open for vehicular traffic.

Dense graded aggregate shall be a separate pay item. All other requirements necessary for placement of the dense graded aggregate shall be incidental to the unit price per the Bid Proposal.

2.11 JOB SITE SAFETY

The Contractor shall submit with the bid certification that the Company has a safety plan relating to construction of sanitary sewers. The certification shall be on the approved certification form as included in Submittal Section 01300.

The Contractor shall designate in writing a Safety Officer at the preconstruction meeting. Such safety officer will be responsible for all on-site safety during the course of the project.

The Contractor's safety plan shall be available on the job-site at all times and shall be provided to the Owner or the Owner's designated representative upon request.

Job-site safety is the responsibility of the Contractor. The Contractor shall hold harmless the Owner, its Board of Commissioners, the city of Winchester, its employees and the ENGINEER from all claims and liabilities resulting from safety related issues associated with this project. The Contractor is responsible for compliance with all Occupational Safety and Health Administration (OSHA) and other regulations associated with the project.

2.12 PREVAILING WAGE REQUIREMENTS (LABOR PROVISIONS)

The Contractor shall conform to all provisions of the Kentucky Department of Labor, Latest Revisions, relative to wages and hours as they may apply to the work to be accomplished under these Specifications.

In addition to the above, certain Federal laws and regulations may govern the work and shall supplement or supplant the Kentucky Department of Labor Wage Decisions cited above, as the case may be.

State prevailing wage rates are applicable to this project. No worker shall be paid less than the highest of the prevailing wages or the minimum wages as set by law. Prevailing Wage Rates are attached at the end of Section 01030, Labor Provisions.

2.13 EROSION AND SEDIMENTATION CONTROL

- A. The Contractor at all times is to protect surrounding properties and storm water conveyance systems from unnecessary runoff, runoff contaminated with silt, oil, grease or other objectionable materials, and from unnecessary siltation or deposition in natural or manmade drainage ways. The Contractor shall at all times use construction practices which minimize siltation and soil erosion. Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.
- B. A Stormwater Pollution Prevention Plan (SWPPP) has been prepared by the Engineer. The Notice of Intent (NOI) has been submitted to the Kentucky Division of Water (KDOW). After award of the contract, the Contractor agrees to submit a new NOI for the project in conjunction the submittal of the Notice of Termination (NOT) from WMU transferring the KPDES permit to the Contractor. The Owner will provide a draft SWPPP prepared by the Engineer to the Contractor. The Contractor shall

review the SWPPP and submit to the Construction Administrator for approval. The Contractor may make a modification request, in writing, to the Construction Administrator. The Contractor shall submit the NOT once the project corridor is 75% stabilized with vegetation. The Contractor shall be responsible for conducting the inspections required in the KPDES General Permit.

- C. The Construction Administrator or Owner may request that the Contractor temporarily seed an area.
- D. The Contractor or his representative shall maintain compliance with the KPDES permit throughout the project.
- E. If the Contractor fails to make corrective measures to deficient erosion control measures in the allotted time or if the corrective measures were not installed properly, then the owner may elect to take the necessary steps to correct the deficiencies and invoice the contractor for all expenses incurred. The Owner may also take other actions to insure local and state compliance, including, but not limited to, withholding payment and/or fines.
- F. Erosion Control compliance with local, state, and federal agencies is the sole responsibility of the Contractor. Any and all modification recommendations by the Engineer or Owner are for the benefit of the Contractor and shall not relieve the Contractor of any permit compliance responsibility.
- G. No wastewater bypassing will be permitted on this project.
- H. Erosion and Sedimentation Control shall be considered part of General Conditions of the project. Any Erosion and Sedimentation Control items listed in the Bid Schedule in Section 00300 shall be paid as the separate pay items and not included in the General Conditions.
- I. Additional requirements for Erosion and Sedimentation Control are located in the Construction Drawings on Sheet 30, Erosion Control Details.

2.14 JOB SITE ACCESS AND RESTORATION

Access to and from the construction site, and all work for Contract No. 61 – Lower Howards Creek Sanitary Sewer Improvements Project – Old Boonesboro Road Outfall Sewer shall be within the granted easements and as directed by the Construction Administrator.

2.15 STAGING AREA(S) AND RESTORATION

Areas used to stage/store equipment and material shall be selected by the Contractor with input from the Construction Administrator. The Contractor must obtain written approval to use any area(s) as a storage location for material and equipment that is outside of the granted easement. The approval must state the condition the site is to be restored to and that the Owner will be held blameless for any restoration or lack thereof to the property.

Pre-Construction photographs must be provided for these locations. Restoration of Staging Area(s) outside the granted easements shall be as directed by the property owner(s) and/or Construction Administrator and shall not be considered a pay item.

Restoration of Staging Area(s) within the granted easement shall be as directed by the Construction Administrator. Pay shall be per the pay item Non-Paved Site Restoration in the Bid Proposal.

2.16 SNOWFALL PUMP STATION AND STONEYBROOK PUMP STATION DECOMMISSIONING

The Contractor shall submit to MSD for review and acceptance a written plan and schedule for the elimination of the pump stations including the demolition, removal and disposal Work. After the Contract is awarded and prior to commencement of the Work, the Contractor shall meet with WMU to discuss the transfer of flow to the new sanitary sewer system and demolition, removal, and disposal plans. The plans shall include a detailed description of the methods and equipment to be used for each operation and the sequence of operations. The plan should include the transfer of flow at Snowfall and Stoneybrook Pump Stations and the decommissioning of both pump stations. The sanitary sewer system must remain in operation during the transfer and decommissioning process. Do not proceed with the elimination of the facilities until WMU has given written acceptance of the elimination plan. The Contractor shall furnish all labor, materials, equipment and incidentals required to eliminate the wastewater facilities, including all demolition and removal Work, for the decommissioning of both pump stations. The Contractor is responsible for obtaining all demolition permits, including any transportation permits required to transport the material to their appropriate disposal site(s), prior to commencement of Work. Two (2) copies of these permits shall be submitted to WMU prior to commencement of Work.

Discontinue wastewater flow to the existing facility by permanent influent diversion to the newly constructed and approved sanitary sewer manhole according to the construction drawings. Temporary influent diversion (pump around) may be necessary during the transition. After wastewater flow has been diverted, contractor shall remove all equipment from pump station including pump, piping, bracing, controls, etc. The Contractor shall remove remaining wastewater, solids, and grit from the wet well. All solids and grit shall be removed from any previously submerged equipment to render the equipment salvageable by WMU. Plug and cap all intercepted sanitary sewer lines with grout. The Contractor shall remove the metal top section (can and lid) from the pump pit.

The Contractor shall demolish/remove the structures to a minimum of three (3) feet below finished grade. Remaining void spaces within the pump pit shall be backfilled with Number 9 crushed stone, Number 57 crushed stone, or sand and then capped with six (6) inches of concrete. The area should be backfilled with select topsoil fill material to existing grade. All disturbed areas shall be graded to provide positive drainage and shall be seeded, fertilized, and mulched or covered with an erosion control blanket. The addition of other erosion control measures may be necessary. Coordinate with WMU and the resident project representative.

Pump station decommissioning shall be incidental to the project and shall not be a separate pay item.

2.17 CONSTRUCTION STAKING

Construction staking for this project shall be performed by the Engineer.

2.18 STONE WALL REMOVAL AND REPLACEMENT

A portion of an existing stone wall along Old Boonesboro Road will need to be removed and replaced for the installation of this project. This section of stone fence is not eligible for the National Register, but the work must be completed by a certified dry stone mason. The subcontractor must be approved by the Engineer and the Owner.

2.19 PERMITS

The following permits will be obtained by the Engineer prior to the start of construction and a copy should be maintained on site at all times with the Resident Project Representative:

- A. USACE Section 404 Nationwide 12 Permit
- B. KDOW Sanitary Sewer Construction Permit
- C. KDOW Water Quality Certification 401 Permit
- D. KDOW Flood Plain Construction Permit
- E. KYTC Encroachment Permit
- F. KPDES Construction General Permit
- G. Local Stormwater Permit
- H. Local Street Encroachment Permit

END OF SECTION 00900

**SECTION 01025
MEASUREMENT AND PAYMENT**

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The Contractor shall furnish all necessary labor, machinery, tools, apparatus, equipment, materials, services and other necessary supplies and perform all work shown on the Drawings and/or described in the Specifications and Contract Documents at the unit prices provided in the Agreement. Should it become necessary to adjust the project scope, the unit prices provided in the Contractor's Bid shall be used as appropriate. The methodology used to calculate adjustments shall be as provided in this section and as approved by the Construction Administrator.
- B. Estimate for Payment: Submit Estimate for Payment on form provided by WMU.

1.2 COMPUTATION OF QUANTITIES

- A. For estimating quantities in which the computation of areas by geometric methods would be comparatively laborious, it is agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas.
- B. It is further agreed that the computation of the volume of prismsoids shall be by the method of average end area.

1.3 PROGRESS AND PAYMENT SCHEDULES (Also see Section 00700)

- A. Within fifteen (15) days after the date of formal execution of the Agreement, the Contractor shall prepare and submit to the Construction Administrator, for approval, a construction schedule which depicts the Contractor's plan for completing the Contract requirements and show work placement in dollars versus Contract time. The Construction Administrator must approve the Contractor's construction schedule before any payments will be made on this Contract.
- B. Within fifteen (15) days after the date of formal execution of the Agreement, the Contractor shall prepare and submit to the Construction Administrator, for approval, a periodic estimate which depicts the Contractor's cost for completing the Contract requirements and shows by major unit of the project work the Contractor's dollar value for the material and the labor (two separate amounts) to be used as a basis for the periodic payments. The Construction Administrator must approve the Contractor's periodic estimate before any payments will be made on this Contract.
- C. The Construction Administrator's decision as to sufficiency and completeness of the Contractor's construction schedule and periodic estimate will be final.

- D. The Contractor must make current, to the satisfaction of the Construction Administrator, the construction schedule and periodic estimate each time he requests a payment on this Contract.
- E. The Contractor's construction schedule and periodic estimate must be maintained at the construction site available for inspection and shall be revised to incorporate approved change orders as they occur.
- F. When the Contractor requests a payment on this Contract, it must be on the approved periodic estimate and be current. Further, the current periodic estimate and construction schedule (both updated and revised) shall be submitted for review and approval by the Construction Administrator before monthly payments will be made by the Owner. The Contractor shall submit five (5) current copies of each (periodic estimate and construction schedule) when requesting payment.

1.4 CONDITIONS FOR PAYMENT (See also Article 1.46/Section 00700)

- A. The Owner will make payments for acceptable work in place and materials properly stored on-site. The value of payment shall be as established on the approved construction schedule and periodic estimate, EXCEPT the Owner will retain ten percent (10%) of the work in place and a percentage as hereinafter listed for items properly stored or untested.
- B. No payment will be made for stored materials unless a proper invoice from the supplier is attached to the pay request. Furthermore, no item whose value is less than \$1,000.00 will be considered as stored materials for pay purposes.
- C. No payment will be made for the labor portion of items until items have been tested and accepted by the Construction Administrator.
- G. The Owner may reduce the percent of retainage once the Project has achieved satisfactory progress and is at the fifty percent (50%) construction status. The dollar amount of retainage for work-in-place will not be reduced but will remain constant following the fifty percent (50%) constructed status. The retainage on the equipment items shall be determined as defined hereinbefore.
- H. Additionally, the Owner may reinstate the retainage to a full ten percent (10%) of the scheduled value of work-in-place and material items should the Owner, at its discretion, determine that the Contractor is not making satisfactory progress or there is other specific cause for such withholding.

1.5 CLAIMS FOR EXTRA WORK (See also Article 1.56/Section 00700)

- A. If the Contractor claims that any instructions by Drawings or otherwise involve extra

cost, he shall give the Construction Administrator written notice of said claim within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, stating clearly and in detail the basis of his claim or claims. No such claim shall be valid unless so made.

- B. Claims for additional compensation for extra work, due to alleged errors in spot elevations, contour lines or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material or performing more work than would be reasonably estimated from the Drawings and topographical maps issued.
- C. Any discrepancies which may be discovered between actual conditions and those represented by the topographical maps and Drawings shall at once be reported to the Construction Administrator, and work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the Construction Administrator.
- D. If, on the basis of the available evidence, the Construction Administrator determines that an adjustment of the Contract Price or time is justifiable, the procedure shall then be as provided herein for "Changes in Work".
- E. By execution of this Contract, the Contractor warrants that he has visited the site of the proposed work and fully acquainted himself with the conditions there existing relating to construction and labor, and that he fully understands the facilities, difficulties and restrictions attending the execution of the work under this Contract. The Contractor further warrants that he has thoroughly examined and is familiar with the Drawings, Specifications and all other documents comprising the Contract. The Contractor further warrants that by execution of this Contract his failure when he was bidding on this Contract to receive or examine any form, instrument or document or to visit the site and acquaint himself with conditions there existing, in no way relieves him from any obligation under the Contract, and the Contractor based on facts regarding which he should have been on notice as a result thereof.

1.6 DETERMINATION OF THE VALUE OF EXTRA (ADDITIONAL) OR OMITTED WORK (See also, Article 1.57/Section 00700)

- A. The value of extra (additional) or omitted work shall be determined in one or more of the following ways:
 - 1. On the basis of the actual cost of all the items of labor (including on-the-job supervision), materials and use of equipment plus a maximum of fifteen percent (15%) which shall cover the Contractor's general supervision, overhead and profit. In case of subcontracts, the fifteen percent (15%) is interpreted to mean the subcontractor's supervision, overhead and profit, and an additional five percent (5%) may then be added to such costs to cover the General Contractor's

supervision, overhead and profit. The cost of labor shall include required insurance, taxes and fringe benefits. Equipment costs shall be based on current rental rates in the areas where the work is being performed, but in no case shall such costs be greater than the current rates published by the Associated Equipment Distributors, Chicago, Illinois.

2. By estimate and acceptance in a lump sum.
 3. By unit prices named in the Contract or subsequently agreed upon.
- B. Provided, however, that the cost or estimated cost of all extra (additional) work shall be determined in advance of authorization by Construction Administrator and approval by the Owner.
- C. All extra (additional) work shall be executed under the conditions of the original Contract. Any claim for extension of time shall be adjusted according to the proportionate increase or decrease in the final total cost of the work unless negotiated on another basis.
- D. Except for over-runs in Contract unit price items, no extra (additional) work shall be done except upon a written Change Order from the Construction Administrator, and no claim on the part of the Contractor for pay for extra (additional) work shall be recognized unless so ordered in writing by the Construction Administrator.

PART 2 - PRODUCTS

2.1 MOBILIZATION

Payment for the Contractor's mobilization will be made at the Contract lump sum price and shall include all cost incurred for moving equipment onto the Project area and any pertinent costs related thereto.

2.2 GENERAL CONDITIONS

Payment for General Conditions will be made at the Contract lump sum price and shall include insurance, performance and payment bonds, and any other items required under bidding requirements, Contract forms and conditions of the Contract. Payment will be made on the basis of fifty percent (50%) of the lump sum with the initial Partial Payment Request, with the balance of the lump sum paid in substantially equal payments distributed over the construction period.

2.3 GRAVITY SEWER LINES

- A. Payment for gravity sewer lines will be made at the Contract unit price per linear foot in place and shall include compensation for furnishing pipe, trenching, #9 crushed stone bedding material to 6-inches below, 6-inches to each side, and 12-inches above the pipe, final earthen backfill material, laying, jointing, temporary trench shoring, sheeting and bracing, initial backfill of Class I material over top of pipe, connection to

existing lines or structures, and all other appurtenances required but not specifically delineated herein.

- B. The quantity of sewer to be paid for shall be the length of pipe measured along the centerline of the completed pipeline without deducting the length of branches and fittings. The inside diameter of each manhole **shall not** be included in the measurement of the pipe.
- C. Payment for final backfill shall be included in this pay item.
- D. Rock excavation is a separate pay item and **shall not** be included in this pay item.
- E. Payment for this item shall include the testing of the completed gravity sewer line and any water, gas or other utility relocation if necessary.
- F. Final restoration is by the Owner.

2.4 STANDARD MANHOLES

Manholes as described in Section 02735 will be paid for at the Contract unit price each and shall include the furnishing and installation of the precast concrete base, barrels, eccentric cone top section, stops, flexible pipe to manhole gasket, and cast iron frame and cover. Also included are excavation, earth backfill, and all other materials not specifically delineated herein, but necessary to complete the construction of the manhole as shown on the Drawings.

2.5 DEMOBILIZATION

Payment for the Contractor's demobilization upon completion of the Project will be made at the Contract lump sum price and shall include all costs incurred for removing equipment and materials from the Project area and any pertinent costs related thereto. The payment for demobilization shall be no less than 50 percent of the payment for mobilization.

PART 3 - EXECUTION

3.1 PAY ITEMS

Any and all items of Work listed in the Specifications or shown on the Drawings for this Contract shall be considered part of the project and, therefore, are assumed to be included in the unit price figures provided in the Agreement.

3.2 QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents, including the Bid Proposal,

they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the Work contemplated by this Contract, and such increase or diminution shall not give cause for claims or liability for damages. The Construction Administrator will not be financially responsible for any omissions from the Contract Documents and therefore not included by the Contractor in his proposal.

END OF SECTION 01025

SECTION 01030
LABOR PROVISIONS

PART 1 - GENERAL

1.1 WORK INCLUDED

The Contractor shall conform to all provisions of the Kentucky Department of Labor, Latest Revisions, relative to wages and hours as they may apply to the work to be accomplished under these Specifications.

In addition to the above, certain Federal laws and regulations may govern the work and shall supplement or supplant the Kentucky Department of Labor Wage Decisions cited above, as the case may be.

1.2 WAGE RATES

A copy of the State Prevailing Wage Determinations are located on the following pages and are incorporated into these specifications.

END OF SECTION 01030

KENTUCKY LABOR CABINET
PREVAILING WAGE DETERMINATION
CURRENT REVISION
LOCALITY NO. 029

THIS WAGE DETERMINATION IS FOR INFORMATIONAL USE
ONLY. AN OFFICIAL DOCUMENT SHOULD BE OBTAINED FROM
THE KENTUCKY LABOR CABINET AT 502-564-3534
PURSUANT TO KRS 337.510

Determination No. CR-4-029

Date of Determination: September 19, 2008

This schedule of the prevailing rate of wages for Locality No. 029, which includes Bath, Bourbon, Clark, Harrison, Montgomery and Nicholas Counties, has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-4-029.

Apprentices shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) per day, and/or in excess of forty (40) per week.

However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.

NOTE: The type of construction shall be determined by applying the following definitions.

BUILDING CONSTRUCTION

Building construction is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving.

CR-4-029
September 19, 2008

HIGHWAY CONSTRUCTION

Highway construction includes the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction. It includes all incidental construction in conjunction with the highway construction project.

HEAVY CONSTRUCTION

Heavy projects are those projects that are not properly classified as either "building" or "highway".

For example, dredging projects, water and sewer line projects, dams, flood control projects, sewage treatment plants and facilities, and water treatment plants and facilities are considered heavy.

Michael L. Dixon, Commissioner
Department of Workplace Standards
Kentucky Labor Cabinet

CR-4-029
September 19, 2008

<u>CLASSIFICATIONS</u>	<u>RATE AND FRINGE BENEFITS</u>
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ASBESTOS/INSULATION WORKERS:	BASE RATE	\$26.22
	FRINGE BENEFITS	12.90

BOILERMAKERS:	BASE RATE	\$29.29
	FRINGE BENEFITS	14.66

BRICKLAYERS:	BASE RATE	\$20.00
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CARPENTERS:			
Carpenters:	BUILDING	BASE RATE	\$19.65
		FRINGE BENEFITS	9.62

Piledriver:	BUILDING	BASE RATE	\$20.15
		FRINGE BENEFITS	9.62

Carpenters:	HEAVY & HIGHWAY	BASE RATE	\$19.95
		FRINGE BENEFITS	5.43

Piledriver:	HEAVY & HIGHWAY	BASE RATE	\$20.70
		FRINGE BENEFITS	5.43

Divers:	HEAVY & HIGHWAY	BASE RATE	\$31.05
		FRINGE BENEFITS	5.43

CEMENT MASONS:	BASE RATE	\$ 16.00
	FRINGE BENEFITS	1.90

CLARK COUNTY:

ELECTRICIANS:	BASE RATE	\$27.33
	FRINGE BENEFITS	12.02

When workmen are required to work from bosun chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel) and bridges or similar hazardous locations where workmen are subject to a direct fall: 50 feet to 75 feet – add 25% above the workman's hourly rate, over 75 feet add 50% above workman's hourly rate. No premium shall be paid on work performed using JLGs, bucket trucks or other similar elevated mechanized work platforms up to 75 feet above the surface upon which the platform sits.

CR-4-029
September 19, 2008

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

BATH, BOURBON, HARRISON, MONTGOMERY & NICHOLAS COUNTIES:

ELECTRICIANS:	BASE RATE	\$28.33
	FRINGE BENEFITS	12.02

When workmen are required to work from bosun chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel) and bridges or similar hazardous locations where workmen are subject to a direct fall: 50 feet to 75 feet – add 25% above the workman's hourly rate, over 75 feet add 50% above workman's hourly rate. No premium shall be paid on work performed using JLGs, bucket trucks or other similar elevated mechanized work platforms up to 75 feet above the surface upon which the platform sits.

ELEVATOR CONSTRUCTORS:	BASE RATE	\$23.56
	FRINGE BENEFITS	7.11

GLAZIERS:	BASE RATE	\$15.45
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IRONWORKERS:	BASE RATE	\$23.93
	FRINGE BENEFITS	16.74

LABORERS:

BUILDING GROUP 1:

General laborers, asbestos abatement laborer, toxic waste removal laborer, water boys, tool room checker, carpenter tenders, (civil engineer helper, rodman, grade checker, excluding all field work performed by Engineering Firms), concrete pouring and curing, concrete forms stripping and wrecking, hand digging and backfilling of ditches, clearing of right of ways and building sites, wood sheeting and shoring, signalman for concrete bucket and general cleaning, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D:

BUILDING	*BASE RATE	\$17.91
	FRINGE BENEFITS	8.19

CR-4-029
September 19, 2008

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

LABORERS/ BUILDING: (Continued)

BUILDING GROUP 2:

All air tool operators, air track drills, asphalt rakers, tampers, batchers plant and scale man, chain saw, concrete saw, cutter/burner, electric hand grinder, all electric bush and chipping hammers, flagmen, forklift operators, form setter (street or highway), metal form setters, heaters, mesh handlers on walkways, streets and roadways outside building, gunnite laborers, hand spiker, introflax burning rod, joint makers, mason tender, multi-trade tender, pipe layers, plaster tender, powderman helpers, power driven Georgia buggies, power posthole diggers, railroad laborers, sandblaster laborers, scow man and deck hand, signal man, sweeper and cleaner machines, vibrator operators, vibrator/tamper operated by hand or remote control, walk behind trenching machines, mortar mixer machines, water pumpmen, and environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C:

BUILDING	*BASE RATE	\$18.31
	FRINGE BENEFITS	8.19

BUILDING GROUP 3:

Asphalt paver screwmán, gunnite nozzleman and gunnite nozzle machine operator, sand blaster nozzleman, concrete or grout pumpman, plaster pumpman:

BUILDING	*BASE RATE	\$18.51
	FRINGE BENEFITS	8.19

BUILDING GROUP 4:

Powderman and blaster, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level B:

BUILDING	*BASE RATE	\$18.61
	FRINGE BENEFITS	8.19

BUILDING GROUP 5:

Caisson holes (6 ft. and over) pressure and free air including tools, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level A:

BUILDING	*BASE RATE	\$19.11
	FRINGE BENEFITS	8.19

BUILDING GROUP 6:

Tunnel man and tunnel sand miner, cofferdam (pressure and free air), sand hog or mucker (pressure or free air):

BUILDING	*BASE RATE	\$19.41
	FRINGE BENEFITS	8.19

***Employees handling chemically treated materials which are harmful to the skin shall receive an additional \$.50 above base rate. Employees working on high work such as towers or smoke stacks, or any type of work fifty (50) feet above the ground or a solid floor shall receive \$1.00 above base rate. Employees working on boilers, kilns, melting tanks, furnaces, or when refractory is done using live fires, drying fires, heatups or any hot work shall receive \$2.00 above base rate.**

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

LABORERS/HEAVY & HIGHWAY:

Group 1:

Aging and curing of concrete (any mode or method), asbestos abatement worker, asphalt plant laborers, asphalt laborers, batch truck dumpers, carpenter tenders, cement mason tenders, cleaning of machines, concrete laborers, demolition laborers, dredging laborers, drill helper, environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D, flagmen, grade checkers, all hand digging and hand back filling, highway marker placers, landscaping laborers, mesh handlers and placers, puddler, railroad laborers, rip-rap and grouters, right of way laborers, sign, guard rail and fence installers (all types), signal men, sound barrier installer, storm and sanitary sewer laborers, swampers, truck spotters and dumpers, and wrecking of concrete forms:

HEAVY & HIGHWAY	BASE RATE	\$15.88
	FRINGE BENEFITS	5.63

Group 2:

Batter board men (sanitary and storm sewer), brickmason tenders, mortar mixer operator, burner and welder, bushammers, chain saw operator, con-crete saw operators, deckhand scow man, dry cement handlers, environ-mental laborers - nuclear, radiation, toxic and hazardous waste - Level C, forklift operators for masonry, form setters, green concrete cutting, hand operated grouter and grinder machine operator, jack hammers, lead paint abatement, pavement breakers, paving joint machine, pipe layers-laser operators (non-metallic), plastic pipe fusion, power driven georgia buggy or wheelbarrow, power post hole diggers, precast manhole setters, walk-behind tampers, walk-behind trenchers, sand blasters, concrete chippers, surface grinders, vibrator operators, wagon drillers:

HEAVY & HIGHWAY	BASE RATE	\$16.13
	FRINGE BENEFITS	5.63

Group 3:

Air track driller (all types), asphalt luteman and rakers, gunnite nozzleman, gunnite operators and mixers, grout pump operator, powderman and blaster, side rail setters, rail paved ditches, screw operators, tunnel laborers (free air), and water blasters:

HEAVY & HIGHWAY	BASE RATE	\$16.18
	FRINGE BENEFITS	5.63

Group 4:

Caisson workers (free air), cement finishers, environmental laborer - nuclear, radiation, toxic and hazardous waste - Levels A and B, miners and drillers (free air), tunnel blasters, and tunnel muckers (free air):

HEAVY & HIGHWAY	BASE RATE	\$16.78
	FRINGE BENEFITS	5.63

CR-4-029
September 19, 2008

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

MARBLE, TILE & TERRAZZO:

Workers:	BASE RATE	\$15.00
	FRINGE BENEFITS	2.69

Layoutmen:	BASE RATE	\$15.25
	FRINGE BENEFITS	2.69

Finishers:	BASE RATE	\$9.90
	FRINGE BENEFITS	2.69

MILLWRIGHTS:	BASE RATE	\$22.77
	FRINGE BENEFITS	12.71

OPERATING ENGINEERS:

Auto patrol, batcher plant, bituminous paver, cableway, central compressor plant, clamshell, concrete mixer (21 cfm or over), concrete pump, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge operator, dredge engineer, elevating grader and all types of loaders, hoe type machine, hoist (1 drum when used for stack or chimney construction or repair), hoisting engine (2 or more drums), locomotive, motor scraper, carry-all scoop, bulldozer, heavy duty welder, mechanic, orangepeel bucket, piledriver, power blade, motor grader, roller (bituminous), scarifier, shovel, tractor shovel, truck crane, winch truck, push dozer, highlift, forklift (regardless of lift height and except when used for masonry construction), all types of boom cats, core drill, hopto, tow or push boat, A-Frame winch truck, concrete paver, gradeall, hoist, hyster, pumpcrete, Ross carrier, boom, tail boom, rotary drill, hydro hammer, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, backfiller, gurries, sub-grader, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

BUILDING	BASE RATE	\$19.55
	FRINGE BENEFITS	7.90

Operators on cranes with boom one-hundred fifty feet (150') and over (including job) shall receive seventy-five (\$.75) above base rate. All cranes with piling leads will receive (\$.50) above base rate regardless of boom length.

All air compressors (over 900 cfm), bituminous mixer, joint sealing machine, concrete mixer (under 21 cu. ft.), form grader, roller (rock), tractor (50 hp and over), bull float, finish machine, outboard motor boat, flexplane, fireman, boom type tamping machine, truck crane oiler, greaser on grease facilities servicing heavy equipment, switchman or brakeman, mechanic helper, whirley oiler, self-propelled compactor, tractair and road widening trencher and farm tractor with attachments (except backhoe, highlift and endloader), elevator (regardless of ownership when used for hoisting any building materials), hoisting engine (1 drum or buck hoist), forklift (when used for masonry construction, Firebrick masonry excluded), well points, grout pump, throttle-valve man, tugger, electric vibrator compactor, and caisson drill helper:

BUILDING	BASE RATE	\$16.81
	FRINGE BENEFITS	7.90

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

OPERATING ENGINEERS: (Continued)

Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, roller (earth), tamping machine, tractors (under 50 hp), vibrator, oiler, concrete saw, burlap and curing machine, hydro-seeder, power form handling equipment, deckhand steersman, hydraulic post driver, and drill helper:

BUILDING	BASE RATE	\$16.04
	FRINGE BENEFITS	7.90

HEAVY HIGHWAY CLASS A:

A-frame winch truck, auto patrol, backfiller, batcher plant, bituminous paver, bituminous transfer machine, all types of boom cats, bulldozer, cableway, carry-all scoop, carry deck crane, central compressor plant operator, clamshell, concrete mixer (21 cu. ft. or over), concrete paver, truck-mounted concrete pump, core drills, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge operator, dredge engineer, earth movers, elevating grader and all types of loaders, grade-all, gurries, heavy equipment robotics operator/mechanic, high lift, hoe-type machine, hoist (two or more drums), hoisting engine (two or more drums), horizontal directional drill operator, hydraulic boom truck, hydrocrane, hyster, KeCal loader, Letourneau, Locomotive, mechanic, mechanically operated laser screed, mechanic welder, mucking machine, motor scraper, orangepeel bucket, piledriver, power blade, pumpcrete push doxer, rock spreader attached to equipment, all rotary drills, roller (bituminous), scarifier, scoopmobile, shovel, side boom, subgrader, tallboom, telescoping type forklift, tow or push boat, tower cranes (French, German and other types) tractor shovel and truck crane, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

HEAVY & HIGHWAY	BASE RATE	\$23.60
	FRINGE BENEFITS	12.40

Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.

HEAVY HIGHWAY CLASS B:

All air compressors (over 900 cu. ft. per min.), bituminous mixer, boom type tamping machine, bull float, concrete mixer (under 21 cu. ft.), dredge engineer, electric vibrator compactor/self-propelled compactor, elevator (one drum or buck hoist), elevator (regardless of ownership when used to hoist building material), finish machine, firemen, flexplane, forklift (regardless of lift height), form grader, hoist (one drum), joint sealing machine, mechanic helper, outboard motor boat, power sweeper (riding type), roller (rock), ross carrier, skid mounted or trailer mounted concrete pumps, skid steer machine with all attachments, switchman or brakeman, throttle valve man, Tract air and road widening trencher, tractor (50 HP and over), truck crane oiler, tugger, welding machine, well points, and whirley oiler:

HEAVY & HIGHWAY	BASE RATE	\$21.18
	FRINGE BENEFITS	12.40

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

OPERATING ENGINEERS/HEAVY HIGHWAY: (Continued)

HEAVY HIGHWAY CLASS B2:

Greaser on grease facilities servicing heavy equipment, all off road material handling equipment, including articulating dump trucks:

HEAVY & HIGHWAY	BASE RATE	\$21.56
	FRINGE BENEFITS	12.40

HEAVY HIGHWAY CLASS C:

Bituminous distributor, burlap and curing machine, caisson drill and core drill helper (track or skid mounted), cement gun, concrete saw, conveyor, deckhand oiler, grout pump, hydraulic post driver, hydro seeder, mud jack, oiler, paving joint machine, power form handling equipment, pump, roller (earth), steermen, tamping machine, tractors (under 50 H.P.) and vibrator:

HEAVY & HIGHWAY	BASE RATE	\$20.92
	FRINGE BENEFITS	12.40

PAINTERS:	BUILDING	BASE RATE	\$14.70
		FRINGE BENEFITS	3.06

Journeyman:	HEAVY & HIGHWAY	BASE RATE	\$20.54
		FRINGE BENEFITS	5.78

Bridges:	HEAVY & HIGHWAY	BASE RATE	\$21.88
		FRINGE BENEFITS	5.78

PLASTERERS:		BASE RATE	\$19.00
		FRINGE BENEFITS	2.60

PLUMBERS/PIPEFITTERS:		BASE RATE	\$24.55
		FRINGE BENEFITS	11.70

ROOFERS: (Excluding Metal Roofs)		BASE RATE	\$13.31
		FRINGE BENEFITS	2.13

SHEETMETAL WORKERS: (Including Metal Roofs)		BASE RATE	\$22.13
		FRINGE BENEFITS	7.89

CR-4-029
September 19, 2008

<u>CLASSIFICATIONS</u>	<u>RATE AND FRINGE BENEFITS</u>
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SPRINKLER FITTERS:	BASE RATE	\$28.65
	FRINGE BENEFITS	13.80

BATH, CLARK, & MONTGOMERY COUNTIES:

TRUCK DRIVERS: (BUILDING)

Truckhelper and warehouseman: BUILDING	*BASE RATE	\$19.05
	**FRINGE BENEFITS	11.08

Driver-3 tons and under, greaser, tire changer and mechanic helper:

BUILDING	*BASE RATE	\$19.17
	**FRINGE BENEFITS	11.08

Driver-over 3 tons, semi-trailer or pole trailer, dump trucks, tandem axle, farm tractor when used to pull building material or equipment:

BUILDING	*BASE RATE	\$19.28
	**FRINGE BENEFITS	11.08

Driver - concrete mixer trucks (all types, hauling only on job sites), truck mechanics:

BUILDING	*BASE RATE	\$19.35
	**FRINGE BENEFITS	11.08

Driver - Euclid and other heavy earthmoving equipment and lowboy, articulating end dump, winch truck and A-Frame and monorail truck when used to transport building materials, fork lift truck when used inside warehouse or storage area:

BUILDING	*BASE RATE	\$19.45
	**FRINGE BENEFITS	11.08

***Employees who perform work either on or hauling to or from any hazardous or toxic waste site will receive \$4.00 in addition to their base rate of pay.**

****FRINGE BENEFITS apply to employees who have been employed a minimum of twenty (20) workdays within any ninety (90) consecutive day period for that employer.**

TRUCK DRIVERS: (HEAVY & HIGHWAY)

Mobile batch truck tender:

HEAVY & HIGHWAY	BASE RATE	\$14.62
	FRINGE BENEFITS	5.92

CR-4-029
September 19, 2008

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

BATH, CLARK, & MONTGOMERY COUNTIES:

TRUCK DRIVERS: (HEAVY & HIGHWAY CONTINUED)

Greaser, tire changer, and mechanic tender:

HEAVY & HIGHWAY	BASE RATE	\$14.73
	FRINGE BENEFITS	5.92

Single axle dump, flatbed, semi-trailer or pole trailer when used to pull building materials and equipment, tandem axle dump, distributor, and truck mechanic:

HEAVY & HIGHWAY	BASE RATE	\$14.91
	FRINGE BENEFITS	5.92

Mixer:	HEAVY & HIGHWAY	BASE RATE	\$14.94
		FRINGE BENEFITS	5.92

Euclid & other heavy earthmoving equipment & lowboy, articulator cat, 5-axle vehicle, winch & a-frame when used in transporting materials, ross carrier, forklift when used to transport building materials, and pavement breaker:

HEAVY & HIGHWAY	BASE RATE	\$15.01
	FRINGE BENEFITS	5.92

BOURBON, HARRISON, & NICHOLAS COUNTIES:

TRUCK DRIVERS: BUILDING

Truckhelper and warehouseman: BUILDING	*BASE RATE	\$15.05
	**FRINGE BENEFITS	5.65

Driver-3 tons and under, greaser, tire changer and mechanic helper:

BUILDING	*BASE RATE	\$15.17
	**FRINGE BENEFITS	5.65

Driver-over 3 tons, semi-trailer or pole trailer, dump trucks, tandem axle, farm tractor when used to pull building material or equipment:

BUILDING	*BASE RATE	\$15.28
	**FRINGE BENEFITS	5.65

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

BOURBON, HARRISON, & NICHOLAS COUNTIES:

TRUCK DRIVERS: (BUILDING CONTINUED)

Driver - concrete mixer trucks (all types, hauling only on job sites), truck mechanics:

BUILDING	*BASE RATE	\$15.35
	**FRINGE BENEFITS	5.65

Driver - Euclid and other heavy earthmoving equipment and lowboy, winch truck and A-Frame and monorail truck when used to transport building materials, fork lift truck when used inside warehouse or storage area:

BUILDING	*BASE RATE	\$15.45
	**FRINGE BENEFITS	5.65

***Employees who perform work either on or hauling to or from any hazardous or toxic waste site will receive \$4.00 in addition to their base rate of pay.**

****FRINGE BENEFITS apply to employees who have been employed a minimum of twenty (20) workdays within any ninety (90) consecutive day period for that employer.**

TRUCK DRIVERS: (HEAVY & HIGHWAY)

Mobile batch truck tender:

HEAVY & HIGHWAY	BASE RATE	\$14.62
	FRINGE BENEFITS	5.92

Greaser, tire changer & mechanic tender:

HEAVY & HIGHWAY	BASE RATE	\$14.73
	FRINGE BENEFITS	5.92

Single axle dump, flatbed, semi-trailer or pole trailer when used to pull building materials and equipment, tandem axle dump, distributor & truck mechanic:

HEAVY & HIGHWAY	BASE RATE	\$14.91
	FRINGE BENEFITS	5.92

Mixer:

HEAVY & HIGHWAY	BASE RATE	\$14.94
	FRINGE BENEFITS	5.92

CR-4-029
September 19, 2008

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

BOURBON, HARRISON, & NICHOLAS COUNTIES:

TRUCK DRIVERS: (HEAVY & HIGHWAY CONTINUED)

Euclid & other heavy earth moving equipment & lowboy, articulator cat, 5-axle vehicle, winch & A-frame when used in transporting materials, ross carrier, forklift when used to transport building materials & pavement breaker:

HEAVY & HIGHWAY	BASE RATE	\$15.01
	FRINGE BENEFITS	5.92

END OF DOCUMENT CR-4-029
SEPTEMBER 19, 2008
Page 13 of 13

SECTION 01040 COORDINATION

1.1 PROJECT MEETINGS

A. General:

1. The Construction Administrator will schedule physical arrangements for meetings throughout progress of Work, prepare meeting agenda with input from the Contractor and OWNER's staff and distribute with written notice of each meeting, preside at meetings, record minutes to include significant proceedings and decisions, and reproduce and distribute copies of minutes within 5 days after each meeting to participants and parties affected by meeting decisions.
2. The OWNER, the Contractor, and Subcontractors shall attend meetings, as needed.

B. Preconstruction Conference:

1. Contractor shall attend a PRECONSTRUCTION CONFERENCE.
2. The Contractor shall be prepared to discuss the following subjects, as a minimum:
 - a. Construction coordination and scheduling.
 - b. Status of Bonds and insurance.
 - c. Sequencing of critical path Work items.
 - d. Project changes and clarification procedures.
 - e. Use of Site, access, office, and storage areas, security and temporary facilities.
 - f. Major product delivery and priorities.
 - g. Contractor's safety plan and representative.
 - h. Procurement of Staging Area.
 - i. Stormwater Pollution Prevention Plan.
3. Attendees may include but not be limited to:
 - a. OWNER's representatives.
 - b. Contractor's office representative.
 - c. Contractor's resident superintendent.
 - d. Subcontractors' representatives whom Contractor may desire or OWNER may request to attend.
 - e. Others as appropriate.

C. Progress Meetings:

1. The Construction Administrator will schedule regular progress meetings at Site, conducted monthly to review Work progress, progress schedule, Shop Drawings schedule, Application for Payment, Contract modifications, and other matters needing discussion and resolution.
2. Attendees will include:
 - a. OWNER's representative(s), as appropriate.
 - b. Contractor, Subcontractors, and Suppliers, as appropriate.
 - c. Others as appropriate.

1.2 SEQUENCE OF WORK

- A. Include the milestones and sequences of Work specified herein as a part of the progress schedule required in the Specifications.
- B. Perform Work continuously during critical connections and changeovers, and as required to prevent interruption of the OWNER's operations.
- C. Coordinate proposed Work with the OWNER's personnel before connecting to existing mains. Under no circumstances cease Work at the end of a normal working day if such actions may inadvertently cause a cessation of any facility operating process, in which case, remain onsite until necessary repairs are complete.

The Contractor shall make all connections to existing mains as shown on the approved plans. The Contractor shall notify the OWNER 48 hours in advance and schedule the time for making the connection so as to minimize possible interruptions to service and for scheduling inspections. Authorization for final connection must be received from the OWNER before connection is made.

- D. Do not close lines, open valves, or take other action which would affect the operation of existing systems, except as specifically required by the Contract Documents and after approval of the OWNER. Such actions will be considered by the OWNER upon 48 hours written notice to the OWNER.

1.3 REFERENCE POINTS AND SURVEYS

- A. OWNER's Responsibilities: Establish horizontal and vertical control, including setting of monuments and benchmarks for the Contractor's use as necessary to lay out Work.
- B. Dimensions for lines and elevations for grades of structures, appurtenances, and utilities are indicated on Drawings, together with other pertinent information required

for laying out Work. If conditions vary from those indicated, notify the OWNER immediately, who will make adjustments as required.

- C. The Construction Administrator may perform checks to verify accuracy of the Contractor's layout Work and that completed Work complies with Contract Documents.
- D. Any existing survey points or other control markers destroyed without proper authorization will be replaced at the Contractor's expense.
- E. Contractor's Responsibilities:
 - 1. All surveying control points will be furnished by the OWNER one time only unless otherwise provided in Contract Documents. The Contractor shall protect and preserve such surveys provided by the OWNER, including monuments, benchmarks, survey stakes, reference points, or other survey markers and shall be required to bear expense of replacing or resetting same if damaged or destroyed.
 - 2. Provide construction survey and staking necessary for layout and construction from the control points.
 - 3. Locate all control points prior to starting site preparation.
 - 4. Check and establish exact location of existing facilities prior to construction of new facilities and any connections thereto.
 - 5. In event of discrepancy in data or staking provided by the OWNER, request clarification before proceeding with Work.
 - 6. All costs associated with reference points and surveys shall be considered incidental to the Contract and shall not be a separate pay item.

END OF SECTION 01040

SECTION 01300 SUBMITTALS

1.1 GENERAL

Submit five (5) copies of all submittals unless specified otherwise.

Direct all inquiries to the Construction Administrator regarding procedure, purpose, or extent of a Submittal.

All submittals will be accompanied by the Transmittal of Contractor's Submittal Form included as part of this section.

All costs associated with submittals are incidental to the Contract and shall not be a separate pay item.

1.2 ADMINISTRATIVE SUBMITTALS

The Application and Certification for Payment form included as part of this section will be required for all requests for payments under this Contract. Submit four (4) copies, with an original signature, of the Application and Certification for Payment.

**END OF SECTION 01300
(SUBMITTAL FORMS ATTACHED)**

WMU TRANSMITTAL OF CONTRACTOR'S SUBMITTAL
(ATTACH TO EACH SUBMITTAL)

DATE: _____

To: _____

Submittal No.: _____

☐ New Submittal ☐ Resubmittal

Previous Submittal No.: _____

Project: _____

Project No.: _____

Specification Section No.: _____

FROM: _____

(Cover only one section with each transmittal)

Contractor

Schedule Date of Submittal: _____

SUBMITTAL TYPE:

☐ Shop Drawing

☐ Administrative

☐ Sample

☐ Quality Control

☐ Contract Closeout

☐ "Or-Equal"/Substitute

The following items are hereby submitted:

Number of Copies	Description of Item Submitted (Type, Size, Model Number, Etc.)	Spec. Para. No.	Drawing or Brochure Number	Contains Variation to Contract	
				No	Yes

Contractor hereby certifies that (i) Contractor has complied with the requirements of the Contract Documents in preparation, review, and submission of designated Submittal and (ii) the Submittal is complete and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.

By: _____

Contractor (Authorized Signature)

JOB SITE SAFETY PLAN CERTIFICATION

**Contract No. 61
Lower Howards Creek Sanitary Sewer Improvements Project
Old Boonesboro Road Outfall Sewer**

This is to certify that _____, has a job-site safety plan
relating to the construction of water and sanitary sewer lines and appurtenances.

Firm Name

Firm Representative

Attest: _____

ESTIMATE FOR PAYMENT NO. _____ CONTRACT NO. _____ SHEET _____ OF _____ SHEETS

CONTRACT NAME _____

FOR THE PERIOD: _____ TO _____ ACCOUNT ID NO. _____

TOTAL EVALUATED BID \$ _____ ORIGINAL COMPLETION DATE _____
(At time of letting)

[illegible]

APPLICATION AND CERTIFICATION FOR PAYMENT

Contract No. _____ Partial Payment No. _____ Page _____ Of _____

To the best of my knowledge and belief, I certify that all items, units, quantities, and prices of work and material shown on the face of Sheets 1 through _____ of this Application for Payment are correct; that all work covered by this application has been completed and materials supplied in full accordance with the terms and conditions of the corresponding Construction Contract Documents and all authorized changes thereto between the Contractor and Winchester Municipal Utilities; that the following is a true and correct statement of the Contract account up to and including the last day of the period covered by the Application for payment and that no part of the "Total Amount Due" has been received by the Contractor:

(a)	Amount Earned-Original Contract	\$	_____	\$	_____	(a)
(b)	Amount Earned-Change Orders	\$	_____	\$	_____	(b)
(c)	Stored Material	\$	_____	\$	_____	(c)
(d)	TOTAL	\$	_____	\$	_____	(d)
(e)	Less: Retained Percentage (10%)			\$	_____	(e)
(f)	Total Previously Paid (e + k from last payment)				_____	(f)
(g)	Previous liquidated damages (f + h from last payment)				_____	(g)
(h)	AMOUNT DUE THIS ESTIMATE			\$	_____	(h)
(i)	Less: Additional liquidated damages				_____	(i)
(j)	Mechanics Liens				_____	(j)
(k)	Claims				_____	(k)
(l)	TOTAL AMOUNT DUE			\$	_____	(l)
	TOTAL VALUE OF CHANGE ORDERS - TOTAL EVALUATED BID = _____%					

I further certify that all amounts have been paid by Contractor for labor, materials, and expendable equipment and other items employed in the performance of said Contract for which previous Certificates for Payment were issued and payments received from Winchester Municipal Utilities.

CONTRACTOR: _____

BY _____ TITLE _____ Date _____ State of _____ County of _____
 Subscribed and sworn to before me this _____ day of _____, 20____ Notary Public: _____ My Commission Expires: _____

INSPECTOR'S APPROVAL OF QUANTITIES: By _____ Inspector Date _____

REQUEST FOR CHECK: Prepared By _____ Date _____, 20____

Checked By _____ Date _____, 20____

Request for Payment _____ Construction Administrator _____ Date _____, 20____

Approved for Payment _____ General Manager _____ Date _____, 20____

Contractors Mailing Address:

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF CLARK)

Affiant states that the Work contracted for under said Contract has been fully completed, and that all materials furnished to said Contractor and used in said work have been fully paid for.

Affiant further states that all labor and materials used in the prosecution of the Work under said Contract has been fully paid for and all subcontractors, employees, and furnishers of machines, equipment, tools, material and labor have each and all been paid in full.

--

My commission expires _____, 20____.

Notary Public, Clark County, Kentucky

**SECTION 01540
SECURITY**

1.1 WORK INCLUDED

- A. The Project area has to remain safely accessible to Owner's personnel; however, the Contractor will provide any non-interfering security he deems necessary to protect his work, equipment, etc.
- B. Provide an adequate system to secure the Project area at all times, especially during non-construction periods; the Contractor shall be solely responsible for taking proper security measures.

1.2 COSTS

All costs associated with protection and security systems shall be considered incidental to the Contract and shall not be a separate pay item.

END OF SECTION 01540

SECTION 01620
STORAGE AND PROTECTION

1.1 EXTERIOR STORAGE

- A. Provide substantial platforms, blocking, or skids, to support fabricated products above ground; slope to provide drainage. Protect products from soiling and staining.
- B. For products subject to discoloration or deterioration from exposure to the elements, cover with impervious sheet material. Provide ventilation to avoid condensation.
- C. Store loose granular materials on clean, solid surfaces such pavement, or on rigid sheet materials, to prevent mixing with foreign matter.
- D. Provide surface drainage to prevent erosion and ponding of water.
- E. Prevent mixing of refuse or chemically injurious materials.

1.2 MAINTENANCE OF STORAGE

- A. Periodically, inspect stored products on a scheduled basis. Maintain a log of inspections, make available to Construction Administrator on request.
- B. Verify that storage facilities comply with manufacturer's product storage requirements.
- C. Verify that manufacturer required environmental conditions are maintained continually.
- D. Verify that surfaces of products exposed to the elements are not adversely affected; that any weathering of finishes in acceptable under requirements of Contract Documents.

1.3 COSTS

All costs associated with storage and protection shall be considered incidental to the Contract and shall not be considered a separate pay item.

END OF SECTION 01620

**SECTION 01710
CLEANING**

1.1 DURING CONSTRUCTION

- A. Execute cleaning to ensure that building, grounds and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- C. At reasonable intervals during progress of Work, clean site and public properties, and dispose of waste materials, debris and rubbish.
- D. Provide on-site containers for collection of waste materials, debris and rubbish.
- E. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off Owner's property.
- F. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- G. The Contractor shall thoroughly clean all materials and equipment installed.
- H. All costs associated with cleaning shall be considered incidental to the Contract and shall not be a separate pay item.

END OF SECTION 01710

SECTION 01720
RECORD DOCUMENTS

1.1 REQUIREMENTS

Upon completion of Work and prior to final payment, the Contractor shall provide the Construction Administrator with a legible set of redline drawings of the Work. These redline drawings will contain any changes made from the original plans including, but not limited to, grades, distances, and any other pertinent information.

All costs associated with Record Documents shall be considered incidental to the Contract and shall not be a separate pay item.

END OF SECTION 01720

**SECTION 02110
SITE CLEARING**

PART 1 - GENERAL

1.1 PAYMENT

Site Clearing shall be a pay item as listed in the Bid Schedule in Section 00300.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GRUBBING

From areas to be grubbed, the Contractor shall remove completely all stumps, remove to a depth of 12 inches all roots larger than 3-inch diameter, and remove to a depth of 6 inches all roots larger than 1/2-inch diameter. Such depths shall be measured from the existing ground surface or the proposed finished grade, whichever is lower.

3.2 STRIPPING OF TOPSOIL

Prior to starting general excavation, strip topsoil to a depth of 6 inches or to depths required by the Construction Administrator. Do not strip topsoil in a muddy condition and avoid mixture of subsoil. Stockpile the stripped topsoil within easement or right-of-way lines for use in finish grading and site restoration. Topsoil stockpiled shall be free from trash, brush, stones over 2 inches in diameter and other extraneous material.

3.3 PROTECTION

- A. Protect plant growth and features remaining as final landscaping.
- B. Protect benchmarks and existing work from damage or displacement.
- C. Maintain designated site access for vehicle and pedestrian traffic.

3.4 REMOVAL

- A. All material resulting from clearing and grubbing and not scheduled for reuse shall become the property of the Contractor and shall be suitably disposed of off-site, unless otherwise directed by the Construction Administrator, in accordance with all applicable laws, ordinances, rules and regulations.

- B. Such disposal shall be performed as soon as possible after removal of the material and shall not be left until the final period of cleaning up.

END OF SECTION 02110

SECTION 02200 EARTHWORK

1.1 DESCRIPTION OF WORK

- A. The extent of Work covered under this Section is that necessary for water and sanitary sewer line installation. "Excavation" consists of removal of all material encountered to subgrade elevations and subsequent disposal of materials removed. "Backfill" consists of placement and compaction of suitable excavated or supplied materials in previously excavated areas.
- B. Work covered under this section shall be considered incidental to the Contract and shall not be a separate pay item.

1.2 QUALITY ASSURANCE

- A. Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

1.3 JOB CONDITIONS

- A. Data on indicated surface and subsurface conditions are not intended as representations or warranties of accuracy. It is expressly understood that the OWNER will not be responsible for interpretation or conclusions drawn therefrom by the Contractor. Data is made available for the convenience of the Contractor. Additional exploratory operations may be made by the Contractor at no cost to the OWNER.
- B. Prior to commencement of Work, the Contractor shall locate existing underground utilities in the areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.
- C. Barricade open excavations occurring as part of this work and post with warning lights. Protect adjacent structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

1.4 MAINTENANCE

- A. Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

END OF SECTION 02200

SECTION 02230
CRUSHED STONE FOR BEDDING AND SPECIAL FILL CONDITIONS

1.1 SCOPE OF WORK

- A. Furnish and install crushed stone for miscellaneous uses as shown on the Drawings, and as called for in the Specifications.
- B. Sizes, types, and quality of crushed stone are specified in this section, but its use for replacement of unsuitable material, pavement base, and similar uses is specified in detail elsewhere in the Specifications. The Construction Administrator may order the use of crushed stone for purposes other than those specified in other sections, if, in the opinion of the Construction Administrator, such use is advisable. Payment for same will be subject to negotiation.

1.2 MATERIALS

- A. When referred to in these Specifications, crushed stone shall be No. 9, crushed limestone graded in accordance with the Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, 2008 or latest edition, unless otherwise noted.

1.3 INSTALLATION

- A. Crushed stone used for bedding of the pipe shall be placed in uniform layers not greater than six (6) inches deep and shaped by power equipment to required lines, grades, cross sections, and depths. No minimum compacted density is required since a nominal amount of compaction effort with vibration can establish the desired intergranular locking of the aggregate under controlled placement depth. Acceptable compaction can be achieved with pneumatic-tired and tracked equipment and rollers in large surface areas. In trenches, vibratory equipment of some type shall be used to consolidate the crushed stone used for pipe bedding.
- B. Crushed stone shall be placed in those areas shown on the Drawings.
- C. Installation of crushed stone shall be considered incidental to the Contract and shall not be a separate pay item.

END OF SECTION 02230

SECTION 02510
BITUMINOUS CONCRETE PAVING

PART 1 – GENERAL (NOT USED)

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 NEW PAVEMENT INSTALLATION

- A. Asphalt/aggregate Mixture: Comply with Kentucky DOT Standard Specifications for Highways and Bridges. Class as required by loading and use.
- B. Remove loose material from compacted subbase. Proof roll and check for areas requiring additional compaction. Report unsatisfactory conditions in writing. Beginning of work means acceptance of subbase.
- C. Apply tack coat to previous laid work and adjacent in-place concrete surfaces.
- D. Place bituminous concrete at minimum temperature of 225 degrees F in strips not less than 10' wide overlapping previous strips. Complete entire base course before beginning surface course.
- E. Construct curbs to dimensions indicated or if not indicated to standard shapes. Provide tack coat between curb and pavement.
- F. Begin rolling when pavement can withstand weight of roller. Roll while still hot to obtain maximum density and to eliminate roller marks.
- G. Provide 4" lane and striping paint in uniform, straight lines. Provide wheel stops where indicated and securely dowel into pavement. Protect work from traffic and damage.
- H. Test in-place bituminous work for thickness and smoothness. Remove and replace defective work and patch to eliminate evidence of patching. Provide the following minimum thickness and smoothness unless otherwise greater thickness is required on the Drawings:
 - 1. Subbase course: 4-inch No. 2 stone and 4-inch DGA.
 - 2. Base course: 2-1/2-inch.
 - 3. Surface course: 1-1/2-inch plus or minus 1/4-inch at drives and parking; 1-inch plus or minus 1/4-inch at walks.
 - 4. Surface course smoothness: Plus or minus 1/8-inch in 10 feet. No ponding of water is acceptable.

3.2 REPLACEMENT PAVEMENT FOR UTILITIES

- A. Sections of pavement shall be replaced as required to install the pipelines. Disturbed pavement shall be reconstructed to original lines and grades with bituminous binder as detailed on the Drawings and in such manner as to leave all such surfaces in fully as good or better condition than that which existed prior to these operations.
- B. Prior to trenching, the pavement shall be scored or cut to straight edges along each side of the proposed trench to avoid unnecessary damage to the remainder of the paving. Edges of the existing pavement shall be recut and trimmed as necessary to square, straight edges after the pipe has been installed and prior to placement of the binder course or concrete.
- C. Backfilling of trenches shall be in accordance with applicable portions of the Specifications and details shown on the Drawings.
- D. Bituminous concrete shall be two course construction in accordance with applicable provisions of the Kentucky Department of Highways Standard Specifications, Section 402.
 - 1. Placement and compaction of pavement courses shall be in accordance with Section 402 of the Kentucky Department of Highways Standard Specifications. Minimum thickness after compaction shall be 2-inches for driveways and 2-inches with 6-inch concrete slab base for roads.
- E. Pavement restoration shall be in accordance with the above unless shown otherwise on the plans.

END OF SECTION 02510

SECTION 02515
PORTLAND CEMENT CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide Portland cement concrete paving at following locations, with prepared subbase and compacted base.
 - 1. Driveways and vehicular entrances.
 - 2. Walkways.
 - 3. Curbs.

1.2 SUBMITTALS

Submit for approval product data, mix design, mock-ups, test reports.

1.3 QUALITY ASSURANCE

Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Concrete mix design: Specific mixes as required for sidewalks, curbs, and vehicular ways. Submit mix proposed for use for approval.
- B. Exposed aggregate paving:
 - 1. Aggregate to match approved sample.
 - 2. Retarder.
- C. Reinforcing: 6 x 6, 1.9 x 1.9 welded flat wire mesh and ASTM A36 deformed steel bars.
- D. Joints: Preformed joint fillers/sealers.

E. Finish:

1. Paving: Fine bristled stiff broom.
2. Exposed aggregate finish: Match approved sample.
3. Imprinting: Tools and hardeners by Bomanite Corp.
4. Curbs: Steel form finish.

F. Thickness (Unless shown otherwise on the drawings):

1. Driveways and vehicular entrances - 6 inches.
2. Walkways - 4 inches.
3. Curbs - 6 inches.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Proof roll subbase and check for unstable areas. Report unsatisfactory conditions in writing. Beginning paving work means acceptance of subbase.
- B. Comply with concrete section for concrete mix, testing placement, joints, tolerances, curing, repairs and protection.

END OF SECTION 02515

SECTION 02730
GRAVITY SEWERS

1.1 SCOPE OF WORK

- A. Furnish all labor, materials, equipment, and incidentals necessary to install and test pipe and fittings as shown on the Contract Documents.

1.2 MATERIALS

- A. Ductile iron sanitary sewer pipe shall be Class 51. The pipe shall be lined by the manufacturer with a polyethylene lining complying with ANSI/ASTM D1248. Lining shall be American Ductile Iron Pipe Polybond, US Pipe Polylined, Protecto 401 or approved equal. GRIFFIN PIPE PRODUCTS CO. WILL NOT BE CONSIDERED AS AN ACCEPTABLE MANUFACTURER FOR THE DUCTILE IRON PIPE SPECIFIED IN THIS SECTION.
- B. PVC sanitary sewer pipe shall be SDR35, bell and spigot.
- C. Any pipe found defective, not meeting the specifications or improperly installed shall be rejected and shall be replaced by pipe meeting these specifications at no additional cost to the OWNER.

1.3 QUALIFICATIONS

- A. All pipe and fittings under this section shall be furnished by manufacturers who are fully experienced, qualified, and regularly engaged in the manufacture of the materials to be furnished.

1.4 DETECTABLE MYLAR TAPE

- A. All sewer lines must be marked with a 2-inch mylar detectable tape labeled "Sanitary Sewer", as manufactured by Lifeguard or approved equal. The tape shall be installed 18-inches below finished grade and directly over the sewer line. Refer to the standard detail drawings.

1.5 PLUGS

- A. During construction, all unattended sewer lines and appurtenances must be plugged with a watertight plug at the end of each working session. The plugs must be compatible with the pipe being installed to allow ease of attachment and be removable without harm to the pipe.

1.6 GRAVITY SEWER INSTALLATION

A. Paved Areas

1. The trench shall be excavated to a minimum of six (6) inches below the bell of the pipe when the pipe is set to grade, and a minimum of 12 inches wider than the outside diameter of the bell of the pipe.
2. The pipe shall be bedded with no less than six (6) inches of #9 crushed limestone below the pipe and 12 inches of #9 crushed limestone above and 6 inches of #9 crushed limestone on each side of the pipe.
3. The trench at a point 12-inches above the pipe shall be backfilled with Dense Grade Aggregate (DGA). Placement of Dense Grade Aggregate (DGA) as specified in Section 00900, SPECIAL CONDITIONS, Subsection 2.10 shall be a separate pay item.

B. Non-Paved Areas

1. The trench shall be excavated to a minimum of six (6) inches below the bell of the pipe when the pipe is set to grade, and a minimum of 12 inches wider than the outside diameter of the bell of the pipe.
2. The pipe shall be bedded with no less than six (6) inches of #9 crushed limestone below the pipe, 12 inches of #9 crushed limestone above and 6 inches of #9 crushed limestone on each side of the pipe. The pipe shall be covered with a minimum of 12 inches of #9 crushed limestone above the bell of the pipe.
3. The trench shall be backfilled by either of the following means:
 - A. Clean soil material with rocks no larger than six (6) inches measured in any direction. The soil shall be mechanically compacted in 18-inch lifts; or
 - B. #9 crushed limestone
 - C. There shall be no difference to the OWNER in terms of cost for the backfill method selected by the Contractor for non-paved areas. Backfill shall be incidental to the installation of the pipe and shall not be a separate pay item.

1.7 GRAVITY SEWER TESTING

A. General

1. The OWNER's Representative must witness each air test before it will be accepted as fulfilling the test requirements.
2. A minimum of twenty-four hour notice shall be given prior to conducting air testing.

3. The Contractor shall furnish all necessary equipment and materials required for the tests, and shall provide knowledgeable personnel, properly trained, for conducting the air pressure tests.
4. All testing equipment shall be accurate and approved by OWNER prior to the test.
5. All defective work, as so proven by the air testing, shall be immediately repaired and re-tested until proven to be satisfactory.
6. Air testing shall in no way relieve the Contractor of the responsibility for correcting poor workmanship. All visible defects must be repaired regardless of air test results.
7. Even though a sanitary sewer line shall have satisfied the requirements of air testing, the OWNER shall have the right to inspect each individual line, from manhole to manhole, through the use of lights, mirrors, televising, or other means to determine if construction is in accordance with the contract specifications.

B. Low Pressure Air Test

1. Air testing shall be required on all sanitary sewer lines.
2. The maximum length of line to be air tested at any one time shall be from manhole to manhole.
3. The sewer line to be tested shall be flushed and cleaned prior to the test by flushing and propelling a snug fitting inflated rubber ball through the pipe with water, if required by the OWNER following a visual inspection.
4. Dirt, debris and trash from flushing shall be collected at the downstream manhole and disposed of properly. Dirt, debris and trash shall not be permitted to enter the flow in an existing sanitary sewer.
5. A trap elbow, the inlet of which is covered with a small screen with 1/4 inch (maximum) square openings shall be used to collect debris.
6. Following flushing, if required, all openings in the line segment shall be plugged. Tees and service laterals, if present, shall be considered as part of the line being tested. All plugs shall be firmly blocked to insure that they will not be displaced during testing.
7. Add air slowly to portion of sewer line installation under test until internal pressure is raised to four (4) psi (pounds per square inch).
8. After an internal pressure of four (4) psi is obtained, allow at least five (5) minutes for air temperature to stabilize, adding only amount of air required to maintain pressure.
9. At end of stabilization period, with the line pressure being adjusted to four (4) psi, the minimum allowable time for one (1) psi pressure drop is listed in Table 1 below. The "half-time" testing method will be acceptable provided the section of pipe being tested has a zero drop in pressure for half the test time specified by Table 1.

TABLE 1
MINIMUM SPECIFIED TIME REQUIRED FOR A 1.0 PSIG PRESSURE DROP
FOR SIZE AND LENGTH OF PIPE INDICATED FOR Q = 0.0015

1 Pipe Diameter (in.)	2 Minimum Time (min. sec)	3 Length for Minimum Time (ft)	4 Time for Longer Length (sec)	Specification Time for Length (L) Shown (min:sec)									
				100 ft	150 ft	200 ft	250 ft	300 ft	350 ft	400 ft	450 ft		
4	3:46 5:40	597 398	.380 L .854 L	3:46 5:40	3:46 5:40	3:46 5:40	3:46 5:40	3:46 5:40	3:46 5:40	3:46 5:42	3:46 6:24		
6	7:34	298	1.520 L	7:34	7:34	7:34	7:34	7:36	8:52	10:08	11:24		
8	9:26	239	2.374 L	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48		
10	11:20	199	3.418 L	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38		
12	14:10	159	5.342 L	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04		
15	17:00	133	7.692 L	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41		
18	19:50	114	10.470 L	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31		
21	22:40	99	13.674 L	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33		
24	25:30	88	17.306 L	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48		
27	31:10	72	25.852 L	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53		
30	34:00	66	30.768 L	51:17	76:55	102:34	128:12	153:50	179:29	205:07	230:46		
33	39:48	57	41.883 L	69:48	104:42	139:37	174:30	209:24	244:19	279:13	314:07		
42	45:34	50	54.705 L	91:10	136:45	182:21	227:55	273:31	319:06	364:42	410:17		
48	51:02	44	69.236 L	115:24	173:05	230:47	288:29	346:11	403:53	461:34	519:16		
54	56:40	40	85.476 L	142:28	213:41	284:55	356:09	427:23	498:37	569:50	641:04		

Note: If there has been no leakage (zero psig drop) after one hour of testing, the test section shall be accepted and the test complete. (See Section 7.5.)

10. If the sewer line to be tested is submerged in ground water, a pipe probe shall be inserted into backfill material adjacent to center of pipe by boring or jetting. The personnel conducting the test will then determine the air pressure required for the probe to discharge air into the ground water. This pressure is back pressure due to groundwater submergence over the end of the probe. All gauge pressures in the test shall be increased by this amount.

C. Safety

1. The air pressure and air vacuum test may be dangerous if, due to lack of training or carelessness, a line is improperly prepared. It is extremely important that various plugs be installed and braced in such a way as to prevent blowouts.

END OF SECTION 02730

SECTION 02735 MANHOLES

PART 1 - GENERAL

1.01 WORK INCLUDED

The Contractor shall furnish all labor, material, and equipment necessary to construct manholes for sanitary sewers, including steps, frames and covers, together with all appurtenances as shown and detailed on the Drawings and specified herein. Manhole materials shall be precast concrete. Stubs and caps shown on the Drawings shall be incidental to manhole installation.

1.02 RELATED WORK

- A. Section 02730 - Gravity Sewers.
- B. Division 3 - Concrete.

1.03 DEFINITIONS

- A. Standard Manhole: A standard manhole is defined as any manhole that is greater than 4 feet in depth, as measured from the invert of the manhole base at its center to the bottom of the manhole frame.
- B. Shallow Manhole: A shallow manhole is defined as any manhole that is 4 feet or less in depth, as measured from the invert of the manhole base at its center to the bottom of the manhole frame.

PART 2 - PRODUCTS

2.01 CONCRETE MANHOLES - GENERAL

- A. Manholes shall conform in shape, size, dimensions, materials, and other respects to the details indicated on the Drawings or bound in the Specifications.
- B. All concrete manholes shall have precast reinforced concrete developed bases. No other type of base will be allowed. Invert channels shall be factory constructed when the base is made. Sloping invert channels shall be constructed whenever the difference between the inlet and outlet elevation is 2 feet or less.
- C. The concrete manhole walls (barrels and cones) shall be precast concrete sections. The top of the cone shall be built of reinforced concrete adjustment rings to permit adjustment of the frame to meet the finished surface. Minimum strength of the concrete for the precast sections shall be 4,000 psi at the time of shipment.

- D. For concrete manholes, the inverts of the developed bases shall conform accurately to the size of the adjoining pipes. Side inverts shall be curved and main inverts (where direction changes) shall be laid out in smooth curves of the longest possible radius which is tangent, within the manhole, to the centerlines of adjoining pipelines.
- E. For concrete manholes, the cast-iron frames and covers shall be the standard frame and cover as indicated on the Drawings and specified hereinafter in this Section.
- F. Manholes shall be manufactured by Sherman Dixie, or approved equal.

2.02 PRECAST CONCRETE SECTIONS

- A. Precast concrete sections and appurtenances shall conform to the ASTM Standard Specifications for Precast Reinforced Concrete Manhole Sections, Designation C478, latest revision, with the following exceptions and additional requirements.
- B. The base section shall be monolithic for 4-foot diameter manholes. Manholes with diameter of 5 feet or larger shall have base slab.
- C. The wall sections shall be not less than 5 inches thick.
- D. Type II cement shall be used except as otherwise permitted.
- E. Joints between sections shall be made watertight through the use of rubber O-ring gaskets or rubber profile gaskets manufactured by Forsheda 138 or equal. Gaskets shall conform to the ASTM Standard C-443, latest revision. Rope mastic or butyl mastic sealant will not be allowed except as noted in Article 2.02 F.
- F. Butyl mastic sealant shall be installed between the cone section, any adjusting sections or rings, and casting.

2.03 CONCRETE MANHOLE - FRAMES AND COVERS

- A. The Contractor shall furnish all cast-iron manhole frames and covers conforming to the details shown on the Drawings, or as herein before specified.
- B. The castings shall be of good quality, strong, tough, even grained cast iron, smooth, free from scale, lumps, blisters, sand holes, and defects of every nature which would render them unfit for the service for which they are intended. Contact surfaces of covers and frame seats shall be machined to prevent rocking of covers.
- C. All casting shall be thoroughly cleaned and subject to a careful hammer inspection.
- D. Castings shall be at least Class 25 conforming to the ASTM Standard Specifications for Gray Iron Casting, Designation A48, latest revision.

E. Unless otherwise specified, manhole covers shall be 22-3/4 inches in diameter, weighing not less than 350 pounds per frame and cover. Manhole covers shall set neatly in the rings, with contact edges machined for even bearings and tops flush with ring edge. They shall have sufficient corrugations to prevent slipperiness. The covers shall have two (2) pick holes about 1-1/4 inches wide and 1/2 inches deep with 3/8-inch undercut all around. Covers shall not be perforated. Frames and covers shall be J.R. Hoe and Sons, Mc-350, or approved equal.

F. All covers shall be marked in large letters "SANITARY SEWER" in the center.

2.04 MANHOLE STEPS (CONCRETE MANHOLES)

Manholes steps shall be the polypropylene plastic type reinforced with a deformed steel rod. The steps shall be of the size and configuration as shown on the Drawings. Steps shall line up over the downstream invert of the manhole. The steps shall be embedded into the manhole wall a minimum of 3-3/8 inches. Steps shall be uniformly spaced at 12-inch to 16-inch intervals.

2.05 PREMOLDED ELASTOMERIC-SEALED JOINTS

All holes for pipe connections in concrete barrels and bases shall have a factory-installed flexible rubber gasket to prevent infiltration. The manhole boots shall conform to the latest revision of ASTM-C973. The boots shall be Contour Seal or Kor-N-Seal made by National Pollution Control Systems, Inc., Nashua, NH; A-Lok Manhole Pipe Seal made by A-Lok Corporation, Trenton, NJ; or an approved equal.

2.06 POLYETHYLENE DIAPHRAGM

A. Polyethylene diaphragm manhole inserts shall be manufactured from corrosion-proof material suitable for atmospheres containing hydrogen sulfide and diluted sulfuric acid. Diaphragm shall be installed in manholes susceptible to inflow as indicated on the Drawings.

B. The body of the manhole insert shall be made of high density polyethylene copolymer material meeting ASTM Specification D 1248, Class A, Category 5, Type III (the insert shall have a minimum impact brittleness temperature of -180 degrees fahrenheit). The thickness shall be uniform 1/8 inches or greater. The manhole insert shall be manufactured to dimensions as shown on the Drawings to allow easy installation within the manhole frame.

C. Gaskets shall be made of closed cell neoprene. The gasket shall have a pressure sensitive adhesive on one side and shall be placed under the weight-bearing surface of the insert by the manufacturer. The adhesive shall be compatible with the manhole insert material so as to form a long lasting bond in either wet or dry conditions.

D. Lift strap shall be attached to the rising edge of the bowl insert. The lift strap shall be

made of 1 inch wide woven polypropylene web and shall be seared on all cut ends to prevent unraveling. The lift strap shall be attached to the manhole insert by means of a stainless steel rivet. Location of the lift strap shall provide easy visual location.

- E. Standard ventilation shall be by means of vent hole on the sidewall of the manhole insert approximately 3/4-inches below the lip. The vent hole will allow a maximum release of 10 gallons per 24 hours when the insert is full.
- F. The manhole insert shall be manufactured to fit the manhole frame rim upon which the manhole cover rests. The Contractor is responsible for obtaining specific measurements of each manhole cover to insure a proper fit. The manhole frame shall be cleaned of all dirt, scale, and debris before placing the manhole insert on the rim.

2.07 CLEANOUTS

Cleanouts shall be extended to finish grade and capped with a brass clean-out plug in accordance with details and at locations shown on the Drawings. Pipe shall be the same as the gravity sewer line in which the cleanout is located. A 4-inch thick concrete pad, 18-inches square shall be provided around each cleanout.

2.08 DROP CONNECTIONS

Drop connections shall be installed in the manhole as shown on the Drawings.

2.09 CORROSION RESISTANT ADDITIVE

Xypex ADMIX C-1000 (dye) or approved equal concrete waterproofing admix shall be added to the concrete during the batching operation to provide corrosion resistance. 3% of the required weight of Portland Cement shall be added as Xypex. The amount of cement shall remain the same and not be reduced. A colorant shall be added to verify the Xypex ADMIX was added to the concrete. Colorant shall be added at the ADMIX manufacturing facility, not at the concrete batch plant. Xypex ADMIX must be added to the concrete at the time of batching. It is recommended that the ADMIX powder be added first to the rock and sand and blended thoroughly for 2-3 minutes before adding cement and water.

2.10 WATERTIGHT SEWER PIPE CONNECTIONS

Watertight sewer pipe connections shall be elastomeric gaskets or couplings, manufactured in accordance with ASTM C 923, Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures and Pipes.

PART 3 - EXECUTION

3.01 FABRICATION - PRECAST SECTIONS

- A. Manhole sections shall contain manhole steps accurately positioned and embedded in the concrete when the section is cast.
- B. Sections shall be cured in an enclosed curing area and shall attain a strength of 4,000 psi prior to shipment.
- C. No more than two (2) lift holes or inserts may be cast or drilled in each section.
- D. Flat slab tops shall have a minimum thickness of 6 inches and reinforcement in accordance with ASTM C478.
- E. The date of manufacture and the name or trademark of the manufacturer shall be clearly marked on the precast sections.
- F. Acceptance of the sections will be on the basis of material tests and inspection of the completed product and test cylinders if requested by the Engineer.
- G. Cones shall be precast sections of similar construction.

3.02 SETTING PRECAST MANHOLE SECTIONS

- A. Precast-reinforced concrete manhole sections shall be set so as to be vertical and with sections and steps in true alignment.
- B. Rubber gaskets shall be installed in all manhole joints in accordance with the manufacturer's recommendations.
- C. All holes in sections used for their handling shall be thoroughly plugged with rubber plugs made specifically for this purpose.

3.03 ADJUSTING MANHOLE FRAMES AND COVERS TO GRADE

- A. When a manhole is located in an unpaved non-traffic area other than in a residential yard, the frame and cover shall be adjusted to an elevation 1 inch to 2 inches above the existing grade at the center of the cover. If field changes have resulted in the installed manhole invert elevation to be lower than the invert elevation shown on the Drawings, the adjustment to match the existing grade shall be accomplished by the use of precast concrete rings. If field changes have resulted in the completed manhole invert to be greater than the invert shown on the Drawings and the cover higher than 5 inches above existing grade, then the top of the eccentric cone, when used, or the top of the barrel section, when used, shall be trimmed down so that the manhole cover, after

installation, is no greater than 2 inches above existing grade at the center of the cover. The area around the adjusted frame and cover shall be filled with the required material, sloping it away from the cover at a grade of 1 inch per foot.

- B. When a manhole is located in a bituminous, concrete, or crushed stone traffic area, or in a residential yard, the frame and cover shall be adjusted to the grade of the surrounding area by the use of precast concrete rings. The adjusted cover shall conform to the elevation and slope of the surrounding area. If field changes have resulted in the installed manhole invert elevation to be so much higher than the invert elevation shown on the Drawings that the top of the eccentric cone, when used, or the top of the flat slab, when used, is less than the thickness of the frame and cover 7 inches from the grade of the surrounding area, then the top of the cone or barrel section shall be trimmed down enough to permit the cover, after installation, to conform to the elevation and slope of the surrounding area. After installation, the inside and outside surfaces shall receive a waterproofing bitumastic coating.

3.04 ADJUSTING SECTIONS

Only clean adjusting sections shall be used. Each adjusting section shall be laid in a bead of butyl mastic sealant and shall be thoroughly bonded.

3.05 SETTING MANHOLE FRAMES AND COVERS

- A. Manhole frames shall be set with the tops conforming to the required elevations set forth herein before. Frames shall be set concentric with the top of the concrete and in a full bead of butyl mastic sealant so that the space between the top of the masonry and the bottom flange of the frame shall be completely watertight.
- B. Manhole covers shall be left in place in the frames on completion of other work at the manholes.

3.06 VACUUM TESTING OF MANHOLES

- A. Vacuum testing will be required on all sanitary sewer manholes. All plugs, stub-outs, and boots shall be secured to prevent movement while the vacuum is being drawn.
- B. Manholes to be tested shall be cleaned and flushed prior to testing. Listed below are the specifications required for Manhole Air Vacuum Testing.
 - 1. Testing shall include the joint between the concrete cone section and the manhole frame.
 - 2. A measured vacuum of 10 inches of mercury shall be established in the manhole.
 - 3. The time for the vacuum drop to nine inches shall be recorded. Acceptance standards for leakage shall be established from the elapsed time for a negative pressure change from 10 inches to 9 inches of mercury.
 - 4. Minimum holding times for each manhole shall be determined from Table 1.

5. If the manhole fails the vacuum test, necessary repairs shall be made and the vacuum test shall be repeated until the manhole passes the test.
6. If the manhole joint mastic is pulled out during the vacuum test, the manhole shall be disassembled and the mastic replaced. The test shall then be repeated as specified above.
7. Minimum test times for various manhole diameters (ASTM C1244 - 93).

(Table 1)

Depth (ft.)	Diameter (in.)								
	30	33	36	42	48	54	60	66	72
	Time (sec.)								
8	11	12	14	17	20	23	26	29	33
10	14	15	18	21	25	29	33	36	41
12	17	18	21	25	30	35	39	43	49
14	20	21	25	30	35	41	46	51	57
16	22	24	31	34	40	46	51	58	67
18	25	27	31	38	45	51	59	65	73
20	26	30	35	42	50	53	65	71	81
22	31	33	39	46	55	64	71	79	89
24	33	36	41	51	59	64	78	87	97
26	36	39	46	55	64	75	85	94	105
28	39	41	49	59	69	81	91	101	113
30	41	45	53	65	74	87	98	106	121

END OF SECTION 02735

SECTION 02740 ENCASEMENT PIPE

PART 1 - GENERAL

1.01 WORK INCLUDED

The Contractor shall furnish all labor, material, and equipment necessary to install encasement pipe together with all appurtenances as shown and detailed on the Drawings and specified herein.

PART 2 - PRODUCTS

2.01 STEEL PIPE

- A. Steel seamless pipe shall be new material, with a minimum yield of 35,000 psi and a minimum wall thickness 0.625 inches. All joints in the encasement pipe shall be welded.
- B. Welding of the steel casing pipe shall be solidly butt-welded with a smooth non-obstructing joint inside and conform to all specifications as required by American Welding Society (AWS). The casing pipe shall be installed without bends. All welders and welding operators shall be qualified as prescribed by AWS requirements.
- C. The material shall conform to the chemical and mechanical requirements of the latest revision of ASTM A139 "Electric-Fusion (ARC) - Welded Steel Pipe (NPS 4 and Over)," unless otherwise stated herein.
- D. Grade B steel shall be used. The steel shall be new and previously unused.
- E. Hydrostatic testing shall not be necessary.
- F. The wall thickness at any point shall be within 0.025 inches of the nominal metal thickness specified or within 12 ½ percent, whichever is more stringent.
- G. A protective coating shall be applied to each length of pipe. Following an SSPC SP-7 "Brush-Off Blast Cleaning" surface preparation, 3 (dry) mils of Tnemec-Primer 10-99 (red), of Porter International Primer 260FD (red), or of an approved equal shall be applied in the manner recommended by the respective paint manufacturer.
- H. Each length of pipe shall be legibly marked, stating: manufacturer, diameter, wall thickness and primer.
- I. Precaution shall be taken to avoid deforming the pipe and damaging the primer during shipping.

- J. Pipe shall be within the following tolerances:

Straightness: 1/4 -- 3/8.

Roundness: 1 percent.

Thickness: 12 1/2 percent or 0.025 inches of the nominal metal thickness specified whichever is more stringent.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Where shown on the Drawings, the Contractor shall install encasement pipe. The methods of installation shall be the boring method.

1. The boring method consists of pushing or jacking the encasement pipe into the hole as an auger cuts out the material or after the auger has completed the bore. The encasement pipe shall be installed in a manner that will not disrupt traffic.

- B. The carrier pipe shall be ductile iron, polyvinyl chloride, or polyethylene pipe as designated on the Drawings. The carrier pipe will not be permitted to rest on bells or couplings.

- C. Pipeline Spacers

1. Carrier pipes installed inside encasement pipes shall be centered throughout the length of encasement pipe. Centering shall be accomplished by the installation of polyethylene pipeline spacers attached to the carrier pipe in such manner as to prevent the dislodgement of the spacers as the carrier pipe is pulled or pushed through the encasement pipe. Spacers shall be of such dimensions to provide: full supportive load capacity of the pipe and contents; of such thickness to allow installation and/or removal of the pipe; and to allow no greater than 1/2 inch movement of the carrier pipe within the cover pipe after carrier pipe is installed.
2. Spacers shall be located immediately behind each bell and at a maximum spacing distance of 6 feet.

The materials and spacing to be used shall be accepted by the Engineer prior to installation. The polyethylene pipeline spacers shall be manufactured by Pipeline Seal and Insulator, Inc. (PSI), Raci Spacers, Inc., or equal. Installation shall be in accordance with manufacture's recommendations.

3.02 SEALING

After installation of the carrier pipe within the encasement pipe, the ends of the casing shall be sealed in the following manner. The space between the casing and the carrier pipe shall be filled with a waterproofing bitumastic compound until a tight seal is obtained. An Ethylene Propylene Diene Monomer (EPDM) elastomeric membrane

shall be wrapped around the end of the encasement pipe in three layers and securely bound to the casing and the carrier pipe barrel with stainless steel bands. The EPDM membrane shall be 0.045 inches thick and have a tear resistance of 125 pounds/inches. The membrane shall be manufactured by Carlisle Tire & Rubber Company, Firestone Industrial Products Company, or approved equal.

3.03 DAMAGE

The cost of repairing damage, which is caused by the boring operation to the highway or railroad, shall be borne by the Contractor.

END OF SECTION 02740